

## Solicitors' Journal.

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## CURRENT TOPICS.

WE ARE REQUESTED to state that the Chief Judge in Bankruptcy will sit on Monday next, February the 23rd, and following days, to proceed with the hearing of appeals; and all parties having appeals pending must be prepared.

THE MASTER OF THE ROLLS has given general instructions to his Chief Clerks that all administration actions in which a decree is made in chambers, and which are within the jurisdiction of the county courts, shall be transferred (under 30 & 31 Vict. c. 142, s. 8) to the county court, and this rule is also to be applied to administration decrees made in court by the Master of the Rolls.

IN THE CASE OF *Kelly v. Byles* (ante, p. 288), Lord Justice James is reported to have said that "the court would strongly discourage the taking of shorthand writer's notes of evidence. As a general rule the judge's notes of the evidence ought to be sufficient for the purposes of the appeal." And in *In re Hallett* (Ib.) the Master of the Rolls said that, as a general rule, the Court of Appeal did not allow the costs of notes of the evidence in the court below. While we are fully aware both that the terms of Order 58, rule 11 (b), appear to contemplate that, *prima facie*, the judge's notes are to be the mode of bringing before the Court of Appeal the evidence taken in the court below, and also that it is of great importance to keep down the expense of appeals, we are compelled to ask whether the Court of Appeal is not giving too much prominence to the rule that the costs of transcripts of the shorthand writer's notes will not in general be allowed. Most practitioners are aware of the character of the notes of evidence made by certain judges in the Chancery Division. There are, and must be, until a new generation of chancery judges arises, many cases in which the appeal could not be argued on either side upon the judge's notes. And, in such cases, *Bigsby v. Dickinson* (25 W. R. 89) shows that the costs of transcribing and printing the shorthand notes will be allowed. The effect of such observations as those recently uttered by the Court of Appeal is to greatly embarrass solicitors who in getting up cases for that court do not desire to saddle their clients unnecessarily with the heavy costs of transcribing and printing the shorthand notes, yet are bound to have the evidence presented to the Court of Appeal in such a form that the case can be properly argued. We can hardly believe, at all events, that Lord Justice James can have intended to discourage the "taking" of shorthand notes, for that, we believe, is a matter of only a guinea a day, and the advantage of having the materials from which a transcript can be made, if necessary, is too obvious to be neglected.

NOT ONE OF THE SPEAKERS either at the meeting at the Inns of Court Hotel on Monday, or in the discussion in the House of Commons on the second reading of Mr. Marten's Bill, seems to have made out any case for extending the relief against forfeiture to rack rent leases of houses and farms. But a very strong case was made out for some alteration in the law as regards provisos for re-entry in other leases. Mr. Addison in his admirable speech exactly put his finger on the evil to be remedied when he said that the proviso for re-entry had been extended to transactions to which it was inapplicable—viz., to mining and building leases and other leases not at rack rent. That is unquestionable; but why should the remedy be of wider application than the mischief? Probably most of those who voted for the resolution approving Mr. Marten's Bill, did so on the ground that the power proposed to be given to the court to grant relief against forfeiture is discretionary only, and the court can be trusted to confine the exercise of it to cases where real hardship exists. But the Bill contains no intimation that the action of the court is to be confined to such cases. It provides that "in any action or proceeding in which the court is asked . . . to give effect to any proviso for re-entry . . . the court may inquire into the case and refuse to give effect to such proviso . . . and such refusal . . . may be either absolute or upon terms . . . according to what shall appear to the court to be just and reasonable under the circumstances of the case." If this measure is passed into law there will be nothing to prevent any learned judge, before whom an action of ejectment for a forfeiture is brought, from saying, "I hold that, under the circumstances of this case, it is not just and reasonable that the forfeiture should be enforced. The proviso for re-entry in the lease is upon breach of covenant generally, and

such a proviso is a most odious stipulation, offensive and oppressive beyond measure." We shall be told that the judges may be relied on not to do this. Our answer is that the last quoted description of the proviso for re-entry is taken from a well-known judgment of one of the most experienced and least crotchety members of the bench. It is not stated in the Bill that if, after inquiry, the judge shall be satisfied that the case is one of hardship, he may relieve against the forfeiture; the discretion of the judge is absolute. Would there be, practically speaking, any appeal from the exercise of this absolute discretion? The result of the enactment of clause 2 of Mr. Marten's Bill would be to divide the judges of first instance into forfeiture relievers and anti-forfeiture relievers, and the fate of the landlord's action of ejectment would depend upon the views of the individual judge before whom it happened to come. We do not think that the matter should be left to the absolute discretion of the judge, and we are glad to observe that the Solicitor-General stated that the Lord Chancellor has a proposal to make on the subject.

WE RECENTLY POINTED OUT that there was no authority for the impression that the solicitor of the grantee of a bill of sale could not be the solicitor to explain it to the grantor. Vice-Chancellor Malins, on Thursday week, furnished authority both for this impression and for some other exceedingly novel interpretations of the Bills of Sale Act, 1878. As to the explaining solicitor, he said that "the intention of the Legislature was to throw a protection over borrowers, who were an unfortunate class of men, and who, it was notorious, were frequently misled by the persons from whom they were obliged to borrow money, and often signed documents put before them in their necessities which were of a most harsh and unjust character. It was impossible that a borrower could be fairly protected if the solicitor who explained the transaction to him was the solicitor for the lender." Therefore the proper interpretation of the Act was that the explaining solicitor must be either the borrower's solicitor or a solicitor called in specially for the protection of his interests. One premiss of this conclusion is, of course, that no lender's solicitor can be trusted to state truthfully the effect of an instrument. But this was not the only ground on which the Vice-Chancellor relied. The gentleman who attested the bill had been admitted a solicitor; he held a certificate as a solicitor, but then he was a solicitor and something more. He was a solicitor employed as a solicitor's clerk; hence, according to the Vice-Chancellor, he "was not a solicitor within the meaning of the Act of Parliament." And, lastly, the Vice-Chancellor held that the explanation required by the Act must not be a general statement of the effect of the instrument. The explaining solicitor must be a man of imagination, of De Foelike accuracy of detail—able, in short, to clothe with flesh the dry bones of a bill of sale. The solicitor who attested the bill of sale in *Hill v. Kirkwood*, being summoned for cross-examination on his affidavit of due execution of the bill of sale, was (according to the report in an evening paper) thus addressed by the Vice-Chancellor:—

Did you explain that the plaintiffs could not take a sheep or lamb off the farm and sell it at Doncaster market in the ordinary course of farming business, and that the defendant could, at any moment, enter into possession and sell up the plaintiffs?

Witness said he explained the meaning of the deed in general terms.

The Vice-Chancellor: Then you did not do your duty.

In the course of his judgment, the Vice-Chancellor furnished an idea of the kind of explanation which should have been given. The plaintiffs, he said, "could not even send their linen to be washed without the written consent of the defendant. If they did, the were liable to have everything taken possession of by

the defendant. They could not sell a sheep or pig, or any produce from off the farm in the ordinary course of a farmer's business, without committing a breach of the covenant contained in the deed." It will be seen that if the Vice-Chancellor's view had prevailed, it would have been necessary for any solicitor who intended to explain bills of sale to obtain an extensive acquaintance with domestic details and agricultural affairs. His brief holidays would have to be spent in the laundry or the farm-yard trying to acquire the art of laying on explanatory local colour.

As for the mutability of judicial interpretation! The Court of Appeal next morning upset the Vice-Chancellor's decision, and Lord Justice James, while guarding himself from deciding such points on a mere interlocutory application, said that "he was not prepared to say that the attesting solicitor must be a solicitor acting independently on behalf of the grantor, nor that, when the attestation clause stated that the bill of sale had been explained by a solicitor, the court will inquire whether it has been so explained or what the extent of the explanation was. Nor was he prepared to say that the solicitor who attested the bill of sale was not a solicitor within the meaning of the Act because he was a clerk to a firm of solicitors who had on other occasions acted for the grantee. Lord Justice Cotton, as it seems to us, took the true ground when he said that "the Act having provided that bills of sale should be attested by a solicitor, there was no power in the court, and it was not their duty, to add to the words of the Act. If it had been intended that the attesting solicitor must be some independent solicitor, or a solicitor practising on his own account, the Act would have said so."

Still more important was the clear expression by both these learned judges of an opinion unfavourable to *Davies v. Goodman* (28 W. R. 159) to which case we have several times directed the attention of our readers.

THE DOCTORS have been interviewing the Home Secretary as to the Coroners Bill, and have apparently got him to say that he is "anxious to give effect to the wishes of the medical profession"—those wishes being that there should be either medical coroners, as at present, or medical assessors to coroners. Probably the latter proposal will be adopted as a compromise.

In a case of *Dillon Webb v. Norfolk*, before the Probate Division on the 15th inst., it appeared that the testator, Mr. George Dillon Webb, who was a solicitor practising in London, by his will left the whole of his property to his wife for life, with remainder to the Law Institution to found a scholarship. A contest arose as to a codicil, and the court pronounced for the will and codicil, and allowed the costs to come out of the estate.

On Wednesday, in the House of Lords, the Lord Chancellor said that on Monday next he would bring in a Bill to enlarge the powers of owners of settled lands, the provisions of which measure he would explain to their Lordships when moving the first reading. On the same occasion he would bring in a Bill on the subject of conveyancing, and another Bill having for its object to shorten the period of limitation on the devolution of property in certain cases.

The *American Law Review* says that Miss Clara Foltz, a female attorney and counsellor-at-law in California, who recently succeeded in gaining admission to the bar of that State, has had judgment rendered in her favour in an action to compel the directors of "Hastings College of the Law in the University of the State of California" to admit her as a student. The court based their decision upon their construction of the Acts creating the university and the college, and say:—"It is conceded that females are now, and for several years last past have been, admitted as students of the university, and the provision of section 17 of the Political Code, that words used in the masculine gender comprehend as well the feminine gender, would seem to entitle females to enter the university as students at large."

### THE AUTHORITY OF PREVIOUS DECISIONS.

In the recent case of *In re Hallett* (ante p. 288) the Master of the Rolls, sitting in the Court of Appeal, enunciated some rather startling views with relation to the question of how far the courts are bound by previous decisions. The general principle upon which the courts have hitherto been supposed to act is that a court is bound by the decision of a court of co-ordinate jurisdiction, even when it does not agree with such decision. The principle upon which this depends is that, on the whole, the certainty and uniformity of decision thus produced make it more expedient to follow a wrong decision than to overrule it. The courts do, no doubt, evade the rule to some extent by frequently contriving to distinguish decisions which they do not agree with, when there are very strong grounds for doing so, but in the main the rule forms the governing principle of their action. It is obvious that great confusion would otherwise be produced. Each court would then be a law unto itself. The Master of the Rolls might refuse to follow the decision of one of the Vice-Chancellors, one of the other Vice-Chancellors might, on the other hand, agree with and follow it. So, again, the Court of Appeal, when constituted of certain judges, might decide one way, and when constituted otherwise, another. Under these circumstances existing decisions would form no safe guide for counsel when advising, and it would be almost impossible even to say how the law stood. If the binding authority of previous decisions could be thus abrogated, they would become mere *responsa prudentium*, valuable as showing what eminent lawyers have thought, but possessing no more specific authority than an opinion by an eminent Queen's Counsel.

In the case we are referring to, the Master of the Rolls seems to have admitted that the same facts arose in the case of *Pennell v. Deffell* (4 De G. M. & G. 372), and that the decision had been the other way from that in which he was deciding the case before him, and he also admitted that the case of *Pennell v. Deffell* had been followed on that very point in several cases, of which some were in the Court of Appeal. He said, however, that "this was not one of the cases in which the courts had refused to disturb decisions which they thought erroneous, because they had laid down rules of conduct which had since been universally acted on. The decision in *Pennell v. Deffell* could not have established any such rule of conduct. No human being could ever have given credit to a man on the supposition that he would misappropriate trust money, and thus increase his assets, or that he would pay the trust moneys into his bankers, and then draw out a larger sum for his own use. The case could not have established any rule of conduct affecting the transactions of mankind, and it would be not deference for authority, but a misuse of authority, if the court were, because of *Pennell v. Deffell*, to refuse to act on its own view of what was right."

If this be the language actually used by the learned Master of the Rolls, it is obvious that the rule formerly supposed to obtain, is trenchanted upon to a very great and indefinite degree. In every case in order to estimate the authority of a previous decision, and the extent to which it is binding, it would be necessary to see how far it could be said to have established a rule of conduct affecting the transactions of mankind. This might be by no means easy to do in many cases, even assuming the learned judge's views with regard to *Pennell v. Deffell* were correct in this respect. The idea would seem to be that a previous decision is binding, not so much as a decision of the courts and therefore having become the law of the land, but rather as creating a sort of estoppel upon the courts, on the ground that it would be inequitable that, having misled persons into acting upon a supposed state of the law, they should then proceed to declare that the law was otherwise. But it seems difficult to say that any

decision can be said not to have affected anybody's conduct. At least it may have induced one of the parties in the particular case to be decided to have engaged in the litigation. Then can the question be gone into to what extent the decision may have affected the transactions of mankind, or how many persons may have been induced to act upon it? On such a view as this how is an inferior court to view the decisions of a superior court? If the superior court can overrule its own previous decisions, how can the inferior court be bound to respect them? Would it have been open to the Master of the Rolls sitting in his own court to have disregarded the decisions of the Court of Appeal that proceeded on the decision in *Pennell v. Deffell*? The Master of the Rolls is an exceptionally strong judge. If he thinks a decision wrong, there is good ground for thinking that it is so, but rules of the sort we are considering are established on general principles of expediency. Would it be desirable that every judge should have a general power of disregarding previous decisions if they seemed to him erroneous? Very able judges have particular crotchets or preconceptions. The tendency of a system in which previous decisions are binding, is to restrain the effects of such idiosyncracies.

### LORD JUSTICE BRAMWELL ON ACTIONS OF NEGLIGENCE.

THE recent case of *Lax v. The Corporation of Darlington* (28 W. R. 221, L. R. 5 Ex. D. 28) afforded an opportunity to Lord Justice Bramwell for giving fresh expression to his well-known views on the subject of actions for negligence. No one who has had much opportunity of hearing or reading what the learned Lord Justice has at various times said in relation to such actions can be ignorant of the turn of his thought on this subject. There is a now famous dilemma which he put in a case where a man injured himself by falling over something in an insufficiently lighted station. "If it was too dark for the man to see, he had no business to go there. If it was light enough for him to see, he had no business to tumble over the obstacle." There is no kinder-hearted judge on the bench than the Lord Justice, but his sense of justice and reason has always revolted against allowing sentiment to affect the decision in actions of negligence when brought against public bodies or wealthy defendants. The tendency of juries in the case of railway companies is to make them as nearly as possible insurers of the passenger, even against the effects of his own precipitation and carelessness. Things that no one would dream of treating as negligence in the case of ordinary individuals are treated as negligence in the case of companies. The truth is that juries will continually find against the evidence as to whether there has been negligence, and the power of the courts to set them right is necessarily limited. It is no use ordering new trials when the jury is sure to find the same way, and so the whole standard of what constitutes negligence gradually becomes warped. Take this example of facts that would infallibly result in a verdict of negligence against a railway company. A flurried old person at a bustling junction cannot find out his or her train till the last moment, and wants to get in just as the train is being whistled out of the station. A porter runs up; he wishes to do the best he can for the passenger; there is no time for much deliberation, and so he bundles the old person into a carriage; the old person gets his or her thumb shut in the door, and hence arises the class of case known as a thumb case. Now we should be very much disposed to think that this ought to be regarded purely in the light of an unfortunate accident for which no one can be said to be to blame. Negligence ought to imply something, of whatever degree, in the nature of moral delinquency. The porter in the case we put is really doing the best he can do under the circumstances. He knows that the train, though not actually started, will start in a moment. If



it had actually started, his duty would be to prevent the passenger from getting in, though, in such cases, passengers are always assenting parties to being got in. He thinks there will be just time, with his assistance, for the passenger to get in, and this the passenger is eager to do. It is a choice of evils, an emergency, and he does his best. We cannot see that the passenger has any real reason to impute negligence to the porter. This may be taken as a typical case. It would almost require a porter to attend to every passenger who comes into a station to satisfy the duties which, according to counsel for plaintiffs in such cases, are incumbent upon a railway company.

But, notwithstanding these considerations, we think Lord Justice Bramwell, in his revolt against the injustice that is often done to companies in these actions, sometimes tends too strongly in the opposite direction. The class of cases in which the learned Lord Justice has expressed the strongest views in favour of the defendants in actions of negligence are cases in which, though there is some amount of negligence or default on the part of the defendants, the plaintiff's voluntary act has also conduced to the mischief. For instance, in platform cases, if the plaintiff did not get out, the company's negligence could not produce personal injuries. The suggestion, therefore, was that the "*per quod*" failed to be proved. To meet that, the doctrine of "invitation to alight" was devised, and every reader of law reports knows into what subtleties that class of cases has carried the law of negligence. We should wish to regard this class of questions with some breadth of view. It seems to us that the real question is whether, if no mischief would have followed the defendants' negligence without an intervening act on the part of the plaintiff, done by the plaintiff with full power of estimating the risk he was running, there can be liability on the part of the defendants. We strongly suspect that the learned Lord Justice would answer this proposition in the negative, and we admit that at first sight there are strong grounds in reason and logic in his favour. He says, commenting upon the well-known case of *Clayards v. Dethick* (12 Q. B. 439), "It was there asked, 'Was the cabman bound to stay in all day?' Bound to whom? A person being bound, supposes his being bound to somebody. It is an inaccurate expression. One does not care about words except when they mislead. The expression 'bound' was used there. Why, of course, he was not bound, because there was nobody to say to him 'you shall.' But if he chooses to go out with an obvious danger before him, he must take the consequences. Suppose a man is shut up in the top room of a house unlawfully, is he bound to stay there? He is not bound to do anything of the kind. He may jump out if he likes to run the risk of breaking his neck or his limbs; he may let himself down by a rope or ladder, but if he runs the risk of getting out and breaks his neck, the person who shuts him up is not guilty of manslaughter; and if he breaks his leg, he ought not to have any right of action against that person, although he was not bound to stay there." Many other illustrations might be put giving rise to the same line of argument. Suppose a bale of goods is being hoisted by a crane over a public footpath. A passer by might, by going a little distance into the roadway, avoid all risk, but he goes along the footpath under the bale, and, through the default of the persons engaged in hoisting it up, the bale falls on and injures him. Has the person injured a right of action against the persons hoisting the bale? Questions of this sort, no doubt, give rise to many nice distinctions, and it is clear that there are many cases in which the risk is so obvious, and its nature such that the injured person has no right, if he incurs the risk, to throw the consequences upon the defendant.

It has been said that if the risk is such that a prudent man might reasonably incur it rather than incur the certain inconvenience to which he would otherwise be put by the defendant's default, the defendant will be

liable if he incurs it and is injured. Lord Justice Bramwell strongly inveighs against the application of this test. He says, "Then, there was another expression used which I cannot help thinking was an unfortunate one. It was this: 'What would a prudent man do?' Just see the consequence of that sort of reasoning; a prudent cabman, with a good horse, having a shilling fare offered to him, would have stopped at home; a prudent cabman with a bad horse and a pound fare offered to him would have chanced it. The consequence would be that he could recover if he hurt a bad horse, but he could not recover if he hurt a good one. The truth is, that to talk of what a prudent man would do is a misleading way of considering the matter. A prudent man would lead a forlorn hope under some circumstances, because the possible gain, in his estimation, would equal the risk. It is not, therefore, a question of prudence." It seems to us, we must confess, that the reasoning of the learned Lord Justice avours somewhat of over subtlety and special pleading. We hardly think he gives a fair and reasonable construction to the word "bound" and the word "prudent" as used in the formula that he is criticising, and we are not sure that they are not capable of a fair and reasonable meaning in relation to the matter in question, though perhaps not the most accurate expressions that might have been used. We take it that the idea involved in these expressions is that while there is a duty on the one side not to be guilty of negligence, there is a duty on the other side to take reasonable care for the purposes of self-preservation. The idea of the existence of a duty may not be logically accurate as applied to the person injured, but, on the other hand, it is doubtful whether, strictly speaking, the idea of a duty is altogether strictly accurate as applied to the conduct of the defendant. The idea of a duty, in strict legal terminology, would appear to be only applicable where, for the mere breach of duty, a legal remedy exists. Now, mere negligence gives no right of action unless followed by damage. The learned judge's phraseology might be inverted and applied to the defendant. Can a man be said to be bound to use due care in the hoisting of a bale of goods over the footway? If so, towards whom? A man passing by whom the bale did not strike in falling would have no remedy for the mere risk to which he was exposed. We are not sure, if strictly analyzed, that the duty can be said to be anything but to pay damages to a person injured through the negligence. Yet everyone would say that there was a duty to use due care in hoisting the bale. In the same loose sense of the term there may perhaps be said to be a duty on the part of the person injured not to be guilty of contributory negligence towards the party originally guilty of negligence. We freely admit that this is not a strictly logical use of language, but it does not seem to us so absurd as it did to the learned Lord Justice. We doubt whether this extreme logicity in the use of terms necessarily tends to a right conclusion. At any rate, when you have picked holes in your opponents' terminology, you have not necessarily demonstrated the unsoundness of his conclusion. To solve a question such as this we think it is necessary to have recourse to broad grounds of justice and expediency. It cannot be solved by the analysis of semi-metaphysical expressions.

Again, we think the learned Lord Justice does not deal quite fairly with the formula "What would a prudent man do?" It is clear that those who used that formula did not mean what would a prudent man do with regard to particular circumstances which might give rise to a counterbalancing motive, inducing him to run the risk, but with regard to the chances of his escaping injury, quite apart from his motives for running the risk. If it ought to have been obvious to the man that he ran an imminent risk, he is guilty of contributory negligence; but if the risk was one which he might fairly incur with reasonable prospect of escaping injury, the case is different. For instance, if a train be drawn up beyond

a platform so that there is an awkward descent, a man may fairly take the chance of trying to get down rather than be carried on perhaps 100 miles further. But if the train drew up on the edge of a precipice, and he chose to clamber down the precipice, he clearly could not recover.

It seems to us that there is an element in the case which a lawgiver would have to consider in determining *a priori* what the law should be in such cases, that the learned Lord Justice rather overlooks—viz., the general expediency of the matter having regard to the relations between railway companies and such bodies and the general public. If the plaintiff in such cases cannot recover in any case where he has voluntarily incurred risk, the general public would be without a sufficient practical remedy against defendants for the inconvenience or restriction of lawful right which they might suffer through the defendants' negligence or breach of duty. A man has a right to go on the footpath. If the only remedy for swinging bales in a negligent manner over it was an action for nuisance in respect of the damage occasioned by having to go a little distance into a muddy roadway, the owners of adjoining warehouses might, practically speaking, hoist bales over the footpaths in the most negligent manner with impunity, and the right of the public to use the footpaths in safety would be practically a nonentity. So, if a passenger in a train pulled up beyond the platform must go on to the next station, and bring his action for damages for so being carried on, in a vast majority of instances his remedy would be not worth pursuing. We might multiply illustrations of this *usque ad nauseam*. We fully admit that juries are constantly going wrong in their findings both as to the existence of negligence and the non-existence of contributory negligence; but we are not convinced by the learned Lord Justice's reasoning as to the unsoundness of the views which he combats. It seems to us to be generally expedient that a person towards whom there has been a breach of contract or duty should be entitled to recover in respect of damages which it may be reasonably contemplated he would incur by reason of such breach of contract or duty, even when immediately caused by his own intervening action; but it is quite right that his title to recover should be limited by the countervailing proposition that when the damages cannot reasonably be looked upon as the result of the breach of duty or contract, he should not recover—as, for instance, when they are caused by an intervening act of his own of a reckless or unreasonable character. An act of negligence or breach of contract which, through the intervening action of the party injured, causes injury, ought to give a right of action where such intervening action is that which a prudent and reasonable man would regard as a reasonably safe course of action. In such case the damage may fairly be said to spring from the negligence or breach of contract. But when the negligence or breach of duty but for the unreasonable or negligent action of the party injured would not have occasioned the injury, there should be no right of action, as the damage cannot fairly be said to have arisen from the defendant's act or default. This is, in truth, nothing more than the ordinary doctrine with regard to contributory negligence.

On consideration, we feel inclined (with due submission) to defy the learned Lord Justice to escape from the "prudent man" test that he so much objects to. It enters into almost every case, except where the injury is the direct result of the defendant's act. In every case where intervening action of the plaintiff is a necessary condition of the damage resulting from the defendant's negligence, you must consider the character of the plaintiff's intervening action. To take a case at random. A surveyor of highways leaves a great heap of stones in the middle of a road. A person driving along on a dark night comes to grief in consequence. He need not have driven along in the dark. You must

consider whether the act of driving along in the dark was prudent, and whether the pace at which he drove was prudent under the circumstances, and so forth. Some may say the case is obvious, but this is a mere matter of degree. If you must consider the prudence of the intervening action in one case, you must in all. It may be said that the public enjoyment of the right of transit on roads at night would be greatly interfered with by the negligence of road surveyors, if everybody driving at night was bound to take all risks. We say that precisely similar considerations, though perhaps in different degrees, apply to the cases of persons injured by platform accidents, or by bales falling on footpaths. The question whether a man is the author of his own wrong, or can be said to be damaged by the fault of another, must depend on the relation between the conduct and actions of both parties, which may vary in each particular case, and we believe that it must generally be determined by considerations substantially the same as those so forcibly criticized by Lord Justice Bramwell, though they may be capable of more accurate modes of expression than those with which he finds fault. We see no medium between this conclusion and the conclusion that no person can ever recover in an action of negligence where his own intervening act in incurring risk has conduced to the injury. Such a proposition seems to us to be contradicted by hundreds of decided cases, and to be contrary to the obvious principles of expediency.

### Cases of the Week.

VENDOR AND PURCHASER—STOPPAGE IN TRANSITU—END OF TRANSIT—SUB-SALE.—In a case of *Ex parte Davis*, before the Court of Appeal on the 12th inst., a question arose with regard to a vendor's right of stoppage *in transitu*, and in the result the decision of the court amounted to an extension of the doctrine of such cases as *Spalding v. Ruding* (6 Beav. 376). On the 15th of November, 1877, K., of London, entered into a contract with D., of Widnes, for the purchase of 1,200 drums of caustic soda, which were to be delivered at the rate of 100 drums a month in each month of 1878. The shipment was to be free on board at Liverpool, and the payment was to be fourteen days after each delivery. On the same day K. entered into a precisely similar contract with T., of London, for the sale to him of 1,200 tons of caustic soda, to be delivered in the same way, the only difference being that the price to be paid by T. was somewhat higher. At the beginning of November, 1878, K., in pursuance of instructions given to him by T., directed D. to ship the October delivery of 100 tons at once, for New York, on board a general ship, called *The Larnaca*, which was then loading in the Liverpool Docks for New York. The goods were accordingly shipped by D. on the 7th of November, and the bill of lading, which had been sent by K. to D., was tendered by D. to the ship's master for signature, and was signed by him. The bill of lading stated that the goods were shipped by T., to be delivered at New York unto order or to assigns, he or they paying freight. The bill of lading was sent by post the same evening to K. in London. But on the morning of the 8th of November, D. heard that K. had suspended payment, and he at once telegraphed to K. not to part with the bill of lading. He also gave notice of stoppage *in transitu* to the master, the ship being still in dock. The price of the goods had not been paid either by K. to D., or by T. to K. K. soon afterwards filed a liquidation petition, and it was then arranged with the trustee that the contract with T. should be carried out, and that T.'s purchase-money should be placed *in medio* until the rights of the parties had been determined by the court. This was done, and Mr. Registrar Popham decided that the notice to stop *in transitu* was given too late, on the ground that by the bill of lading the property in the goods had passed to T., and the *transitus* as between D. and K. was at an end. This decision was reversed by the Court of Appeal (JAMES, BAGGALLAY, and COTTELL, L.J.J.), who held that the *transitus* was not at an end, that the notice to stop was in time, and that D. was entitled to have the purchase-money, due to him under his contract with K., satisfied out of the fund *in medio*. JAMES, L.J.,

said that the goods left D.'s warehouse for the purpose of being put on board a ship to be delivered at New York, and that transit had never been varied. It was a continuing transit to New York. There had been a complete transfer of the right of property and possession by K. to T., but no actual possession had been taken by T. The principle was accurately explained by Best, J., in *Hawes v. Watson* (2 B. & C. 546), thus—"The vendee has the legal right to the goods the moment the contract is executed, but there still exists in the vendor an equitable right to stop them *in transitu*, which he may exercise at any time before the goods get actually into the possession of the vendee, provided the exercise of that right does not interfere with the rights of third persons." In *Spalding v. Ruding*, and similar cases, it had been held that, though there had been a mortgage or pledge of the goods by the vendee, effect would be given to the vendor's right of stoppage *in transitu*, so far as it could be done without affecting the equitable rights of the mortgagee, and it appeared impossible to distinguish the case of a purchaser from that of a mortgagee. The purchaser's rights must be equally respected. In the present case effect would be given to the right of D. to stop *in transitu* without affecting any right of T., who had got the goods upon payment of his purchase-money. The only question was whether the purchase-money, which he had paid, was to be subject to D.'s right of stoppage *in transitu*. His lordship could not distinguish the case from the class of cases, such as *Spalding v. Ruding*, in which it had been held that the vendor's right to stop existed with respect to the surplus of the price of the goods after satisfying the claim of the purchaser's mortgagee. D.'s purchase-money must be paid out of the fund *in medio*, and the surplus would go to K.'s trustee. COTTON, L.J., said that the question was perhaps in some respects a novel one. The principle was that the right to stop *in transitu* existed so long as the goods were in the hands of a carrier for the purposes of the journey which had been indicated by the original contract. No doubt that right could be put an end to by an exercise of the purchaser's right to obtain possession of the goods; but, in the present case, when the vendor gave his notice, the goods were still on board the ship for the purposes of the journey originally indicated. It had been argued that the goods were not in transit as between the vendor and the original purchaser. If that meant anything, it must mean that possession had been taken by the original purchaser, for, if it simply meant that, at the end of the voyage, the goods would go to a sub-purchaser, the original vendor's right would be defeated by a transfer of the bill of lading, even if no value was given for it. That could never be. This was not the case of possession being taken by the original purchaser, and a new transit being indicated. No actual possession was taken of the goods, and nothing was done equivalent to a taking of actual possession. The original transit was still subsisting, and the principle was that the vendor could exercise his right to stop *in transitu* if his doing so would not interfere with the right of a third party acquired for value. This had been so decided in the case of a pledge or mortgage by the purchaser. In the present case there had been a sub-sale, but the sub-purchaser had not paid his money when the notice to stop was given. The vendor did not propose to defeat the rights of the sub-purchaser, but only claimed to intercept his purchase-money, and to retain out of it the original purchase-money. This he was entitled to do.

**BANKRUPTCY—DEFAULTER ON STOCK EXCHANGE—RIGHTS OF TRUSTEE—PROPERTY OF BANKRUPT—DIFFERENCES ON STOCK EXCHANGE CONTRACTS—RULES OF STOCK EXCHANGE—MISTAKE OF LAW—PAYMENT TO WRONG PERSON—RIGHTS OF REAL OWNER.**—In a case of *Ex parte Grant*, before the Court of Appeal on the 12th inst., a question arose as to the right of the trustee in the liquidation of a member of the Stock Exchange, who had been declared a defaulter there, to recover certain differences on contracts for the purchase and sale of stocks and shares which the defaulter had entered into with members of the Stock Exchange, and which differences had, in accordance with the rules of the Stock Exchange, been paid to a person, called the official assignee, appointed by that body. According to the rules of the Stock Exchange the contracts of a member who was declared a defaulter were closed by the official assignee at the prices of the various stocks and shares, the

subject of the contract's at the time of the declaration of default, and not, as would have been the case if the contracts had been carried out as they would have been if the defaulter had remained solvent, at the prices on the next settling or account day on the Stock Exchange. Those members from whom, on the footing of this closing of the defaulter's contracts with them, differences would become due, were, by the rules of the Stock Exchange, bound to pay those differences to the official assignee, and he was bound to distribute the amount thus received by him in payment rateably of those members to whom, upon the closing of their contracts with the defaulter on the same footing, differences should be due. In *Ex parte Grant* the trustee in the liquidation of the defaulter claimed the sum which had been in this way received by the official assignee for differences from members of the Stock Exchange, on the ground that it formed part of the debtor's assets distributable among his creditors generally. Mr. Registrar Hazlitt decided in favour of the trustee's claim, holding that the case was governed by the decisions of the Court of Appeal and the House of Lords in *Tomkins v. Saffery* (26 W. R. 62, L. R. 3 App. Cas. 213). The Court of Appeal (JAMES, BAGGALLAY, and COTTON, L.J.), reversed this decision, and held that the official assignee was entitled to retain what he had collected. JAMES, L.J., said that the official assignee claimed the fund hostilely to the trustee in the liquidation, and could not say that the assignee had received it to his use. Therefore, if the payment had been wrongly made to the assignee, that fact could give the trustee no right to recover the money from the assignee. If the persons who had paid the money had paid it to the wrong man, the payment would not discharge them. BAGGALLAY, L.J., said that the distinction between the present case and *Tomkins v. Saffery* was very marked. In that case a defaulter on the Stock Exchange had given a cheque for the balance at his bankers to the official assignee for distribution among his Stock Exchange creditors exclusively, and it was held that that transaction was a fraud on the bankrupt law. In the present case there was no handing over of the defaulter's private assets to the Stock Exchange assignee, but a fund was collected by virtue of the Stock Exchange Rules from members of that body to be applied in a particular way. That fund was no more part of the defaulter's assets than if it had arisen from a voluntary contribution by members of the Stock Exchange for the purpose of paying the defaulter's Stock Exchange creditors. No injury could be done to the defaulter's outside creditors, for the trustee would have a right to disclaim all his contracts which would result in a loss, and he could not insist on the carrying out of those which would result in a profit, because the debtor had, before the time came for their fulfilment, declared himself not ready and willing to fulfil them. COTTON, L.J., said the fund in question was an artificial fund created for particular purposes, and, if the trustee had any right at all to it, it could only be after satisfying those purposes. Leave was given to appeal to the House of Lords.

**PRACTICE—UNDERTAKING—INJUNCTION—POWER OF COURT.**—In a case of *Smith v. Davy*, before the Court of Appeal on the 18th inst., the appeal was brought by the defendant from an injunction granted by Hall, V.C., on an interlocutory application, restraining the defendant until judgment in the action from continuing to raise a wall which, it was alleged, would obstruct the plaintiff's ancient lights. The defendant's counsel in opening the appeal, stated that he had offered by his notice of appeal to give an undertaking to pull down any buildings which the court at the trial might be of opinion he ought to pull down. Whereupon COTTON, L.J., observed that without an undertaking anything done after the commencement of the action was under the control of the court. And JESSE, M.R., said that, in the absence of an undertaking, the court had jurisdiction at the trial to order the pulling down of any buildings erected after the commencement of the action, or, indeed, after notice of the intention to issue the writ. JAMES, L.J., agreed as to the jurisdiction, but said that he preferred the giving of an undertaking, because the undertaking then remained as evidence of a contract made by the defendant with the court. In the result the court discharged the order for an injunction, on the terms of the defendant giving the undertaking which he had offered to give.



**BILL OF SALE—VALIDITY—ATTESTATION—EXPLANATION TO GRANTOR—SOLICITOR—BILLS OF SALE ACT, 1878 (41 & 42 VICT. C. 31), SS. 8, 10, SUB-SECTION 1.**—The question which has been so much discussed of late, whether the omission to comply with the requirements of section 10 of the Bills of Sale Act, 1878, renders the bill of sale void as between the grantor and grantee, came before the Court of Appeal on the 13th inst., in a case of *Hill v. Kirkwood*. The 1st sub-section of section 10 provides that "the execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that, before the execution of the bill of sale, the effect thereof has been explained to the grantor by the attesting solicitor." In the recent case of *Davies v. Goodman* (28 W. R. 159, L. R. 5 C. P. D. 20, ante, p. 109), as our readers will remember, the Common Pleas Division held that, unless a bill of sale is explained to the grantor by a solicitor, and attested by him, it is void even as between the grantor and grantee. An appeal from this decision has, we understand, been set down. In *Hill v. Kirkwood* the action was brought by the grantor against the grantee of a bill of sale, who had taken possession of the property, claiming an injunction to restrain the grantee from remaining in possession, and Malins, V.C., upon an interlocutory motion for an injunction, held that the bill of sale was void as between the parties to it, on the grounds—(1) that the solicitor who attested the execution of it was not a solicitor within the meaning of the Act, because, though he had been admitted as a solicitor, he was not in practice on his own account, but was acting as a managing clerk to some other solicitors, and also because the solicitors for whom he acted were the solicitors of the grantee; (2) that the evidence showed that the effect of the deed had not been properly explained to the grantor; and his lordship granted the injunction asked for. The Court of Appeal (JAMES, BAGGALLAY, and COTTON, L.JJ.) reversed this decision, on the ground that it was contrary to the practice of the court to deprive a mortgagee of his security on an interlocutory application, except on the terms of the whole amount claimed by him as due upon his security being brought into court. JAMES, L.J., said that, considering that *Davies v. Goodman* was under appeal, he was far from satisfied that the Act was intended to apply as between grantor and grantee. Nor was he prepared to say that the solicitor who attested the execution of the deed was not a solicitor within the meaning of the Act because he was the managing clerk of another firm of solicitors, and those solicitors had acted for the grantee. Nor was he satisfied that, when the attestation clause stated that the effect of the deed had been explained to the grantor by the attesting solicitor, the court was entitled to go into the question what amount of explanation there had been. None of these points were so clear as to justify the court in turning a mortgagee out of possession by an interlocutory injunction, and exposing him to the risk of losing his security altogether. BAGGALLAY, L.J., said that he desired not to express any opinion upon the decision in *Davies v. Goodman*, though he should wish to consider the question very fully before he concurred in that decision. COTTON, L.J., said that the Vice-Chancellor might, perhaps, have been right in considering himself bound by *Davies v. Goodman*, but the Court of Appeal stood in a different position. Without hearing the point argued fully, his lordship was not disposed to treat that decision as a binding authority, though he would not say what he thought the result of the appeal would be. With regard to the attestation, he thought that the court had no power, and that it was not its duty, to add to the words of the Act. If the Act had meant that the attesting solicitor was only to be a solicitor practising on his own account, or an independent solicitor, it would have said so. If, by virtue of the Act, a man was to be entirely deprived of his security, this could only be by virtue of clear words to that effect.

**PRACTICE—FORECLOSURE ABSOLUTE—POWER OF ATTORNEY.**—In a case of *Hart v. Hawthorne*, before the Master of the Rolls on the 13th inst., a motion was made to make a judgment for foreclosure absolute, and it was stated that the solicitor's clerk, on behalf of the mortgagee attended at the Rolls Chapel, the place appointed for payment of the money, during the whole of the appointed time, but that he had not with him any power of attorney on the part of the mortgagee to receive the money. No one had appeared on behalf of the mortgagor, and the

Master of the Rolls was now asked to make the foreclosure absolute on the authority of a case, before Malins, V.C., of *Cox v. Watson* (L. R. 7 Ch. D. 196), which case it was stated had been followed by Hall, V.C. JESSEL, M.R., said he would make the order absolute on the production of an affidavit that there was a power of attorney by the mortgagee, although the clerk had not had it with him when he attended to receive payment of the money.

**CHARITY—ALTERATION OF SCHEME—APPOINTMENT OF NEW TRUSTEES—FOUNDER'S WISHES.**—In a case of *Attorney-General v. Weguelin*, before the Master of the Rolls on the 16th inst., a point arose as to whether the court would alter a scheme settled in 1871 making provisions for the appointment of new trustees of a charity. By the founder's will the trustees, on death, were to be chosen, failing certain other specified bodies, from the aldermen of the city of London. The scheme made provisions for appointments on death, resignation, or other vacancy, but did not require the trustees to be aldermen. On a vacancy by resignation a trustee was appointed not an alderman, and this information was subsequently instituted to have the founder's will construed for the amendment of the scheme, and to displace the new trustee. JESSEL, M.R., said that the founder's will did not provide for a vacancy by resignation, as offices were then always held for life, and such a mode of retirement was not contemplated by him. It was clear, however, that he intended, failing certain other classes of persons, that the trustees should always be aldermen of the city of London. The Charity Commissioners had, in his opinion, disregarded the founder's wishes as to the persons to be trustees, and, although the court would not lightly alter a scheme, still he thought this error an important one and deserving of alteration. He therefore amended the scheme by providing, in effect, that the new trustees should always be aldermen of the city of London. He declined to interfere with the appointment already made, considering he had no jurisdiction to do so.

**PRACTICE—THIRD-PARTY NOTICE—ORD. 16, R. 18—MOTION OR SUMMONS.**—In the case of *Standish v. Taylor*, before the Master of the Rolls on the 13th inst., a motion was made *ex parte* by a defendant for leave to serve a third-party notice, under ord. 16, r. 18, following form 1 in schedule B, to the Judicature Act, 1875, as he claimed a right of indemnity from the person mentioned in the notice. JESSEL, M.R., was of opinion that the notice was quite regular, but that the application, instead of being by notice, should have been by summons in chambers, which should be served on the plaintiff. He therefore directed the application to be made in that way.

**PRACTICE—SERVICE OUT OF JURISDICTION—CAUSE OF ACTION—PRIMA FACIE CASE—COSTS.**—In a case of *Hardingham v. Rowan*, also before the Master of the Rolls on the 13th inst., leave had been given to serve the writ out of the jurisdiction, and the defendant had entered a conditional appearance, and now moved to discharge the leave obtained by the plaintiff. JESSEL, M.R., considered that the affidavit filed on behalf of the plaintiff was sufficient. All he had to see on a motion of this sort was whether the plaintiff made out a *prima facie* case of something to try—some case, in fact, on which a verdict might result for the plaintiff. There were difficulties, no doubt, in the way of the plaintiff's case, but they might be got over at the trial and it was not for him to try the action now. He considered on the affidavits that this was a case which could be properly tried in this country, and therefore he must refuse the motion. The plaintiff had not been very candid in his affidavit, and therefore the costs would be costs in the action.

**PRACTICE—ORD. 29, RR. 2, 4—ACTION ON REPLEVIN BOND—JUDGMENT BY DEFAULT—WHERE CLAIM IS FOR A DEBT OR LIQUIDATED DEMAND, THE JUDGMENT IS FINAL, WHERE FOR DAMAGES, INTERLOCUTORY.**—In *Dix v. Groom and another*, application was made to a Divisional Court on the 18th inst. to set aside an order of Denman, J., under

the following circumstances:—The action was on a replevin bond, and the amount claimed was indorsed on the writ. The defendants did not appear to defend. The plaintiff thereupon entered an interlocutory judgment, and a writ of inquiry was issued to the sheriff. The defendants, who were ready to pay the amount claimed on the writ, applied to the district registrar for a summons to strike out the interlocutory judgment and all subsequent proceedings, on the ground that, inasmuch as the amount claimed in the action was a liquidated sum, the plaintiff should have entered final judgment, and not have forced upon them the expense of the writ of inquiry. The registrar refused to grant the application, and on appeal to Denman, J., the judge supported the decision of the registrar. The defendants appealed to the court, and contended that, neither according to the practice before the passing of the Judicature Acts, nor by the procedure under those Acts, was the plaintiff justified in entering an interlocutory judgment. They relied upon *Middleton v. Bryant* (3 M. & S. 155), and on ord. 29, rr. 2, 4, of the Judicature Acts; and argued that even if the old practice with regard to replevin bonds was superseded, under the present procedure, where the claim in an action which went by default was for a debt or liquidated demand, the plaintiff should enter final judgment, and such was the case in the present action. The defendants contended that the amount claimed was unascertained, and, that, therefore, they were entitled to an interlocutory judgment. The court (LUSH, J., and POLLOCK, B.) were of opinion that the interlocutory judgment and writ of inquiry had been unnecessary. The plaintiff's claim was for a liquidated amount, and the defendants having allowed the claim to go by default, the plaintiff was entitled to final judgment, under the provisions of ord. 29, r. 2, of the Judicature Acts. They ordered the interlocutory judgment to be set aside, and final judgment to be entered; and granted the defendants the costs of all the applications to set aside the interlocutory judgment.

#### THE PROVISIO FOR RE-ENTRY.

On Monday evening a meeting of solicitors, representatives of building societies, and others, was held at the Inns of Court Hotel, Lincoln's-inn-fields, to consider the Bill to amend the law relating to leases, introduced by Mr. Marten, Q.C. The chair was occupied by Mr. C. E. Lewis, M.P.

The CHAIRMAN said that it would not be disputed that they had met, not only upon a very important, but a very practical matter. He knew sufficiently from experience that there had been many cases in which the law operated with great oppression and great injustice. That, however, was not sufficient as a bare proposition to justify alteration in the law, unless it were of an extreme character, and they must recollect that in this law-abiding country they were not disposed to favour anything like a ruthless attack on contracts on the one hand, whilst on the other hand they were accustomed to look at such matters in a common-sense light, and with a view to obtain justice between man and man, whatever their legal relations. The meeting had been called to consider and discuss whether the state of the law as between lessor and lessee which gave power to the lessor to invoke the authority of the law, and the jurisdiction of the courts for the purpose of obtaining the forfeiture of leases, was not only capable of being injuriously carried out, but, as a matter of experience, was frequently unjustly exercised. With regard to both these questions, those present who had had any practical experience would be compelled to answer in the affirmative. Besides many letters he had received on the subject, his own experience was fruitful in evidence that some alteration—not violent, but prudent and moderate—might be of advantage to lessees, and not injurious to lessors. It would be well to consider, not any petty details or questions of alterations of proposed Bills in any minute form, but the general question. They were met to decide whether some alteration in the law was necessary, and whether in the main they were prepared to give their support to the Bill indorsed by Mr. Marten, himself, and others, which stood for second reading on Wednesday. They were called together by the Building Society's Protection Association, which represented a class of investments and people who felt very grievously the exercise of any arbitrary or unjust power of forfeiture on the part of lessors, but it was a question

which affected all London, and, in fact, all England. When they reflected how this great city was built up, what a vast amount of property, which was held by all classes of society in large as well as small amounts, was affected by the question, they must be driven to the conclusion that it was one which deserved very serious attention even on the part of those who were not prepared to move a step in advance towards the action which the meeting wished to take. Under the auspices of the Protection Association, several efforts at legislation had been made in that direction during the last few years of the present Parliament, and one Bill having for its main object that which the meeting desired to accomplish had passed the House of Commons, but it was ultimately strangled in the Upper House. It had been said that it was impossible to alter the law of contracts, and that a bargain once made should be a bargain for ever and a day. He would not support any proposition for a violation of the law of contracts or any revolutionary reform. It might in times gone by have been possible to take up such a ground, but it was utterly impossible now with their legislative experience and the statute-book before them. He would not be wrong in contending that the law of bankruptcy was a breach of the law of contracts, for that law intervened so that A., who contracted to pay 20s., should not be bound to pay it, and gave him the mode of evading it. Parliament before now had sanctioned the alteration of the law of contract, and an Act for that purpose had been obtained by Lord St. Leonards. He (Mr. Lewis) thought that after those transactions, and after they knew the great Act passed in 1870 with reference to land in Ireland, it was hardly fair that, in respect of such a just and common-sense thing as that proposed by their Bill, they were to have the old bogey of the law of contract thrown up before them in their faces, and be told that that was a sufficient reason why they should not seek that justice should be done. What they asked was that power should be given to the courts to prevent a breach of covenant. It was not an unjust interference with the law of property that they asked. They were not going to give leave to every lessee to break covenants. What they desired to accomplish, with the assistance of the Legislature, was to prevent sacrifice of the entire property of an individual in a particular lease by reason of a breach which could be compensated fairly by damages. If the Bill now before the House of Commons should ultimately reach the House of Lords, there was not the remotest prospect of its passing that House, except it was placed in such a shape as would be consistent, not only with the elements of natural justice, but with the requirements of their business life, and also in accordance with the highest notions of law and equity, for there never was a time when in the House of Lords there was a larger number of law peers who were certain to give their attention to a Bill of that sort, and who would take care that they would not pass anything unjust or of a violent form. He would say a word with regard to the covenants of a very ugly character which they frequently saw in leases issuing from long-established companies and charities, represented by the higher order of solicitors—viz., with reference to the sub-instruments and other matters being prepared by particular solicitors. There was the greatest possible evidence that all the parties concerned were ashamed of that. However much discussion there might have been about the main question, there had not been a word said in favour of that most selfish—not to say iniquitous—covenant. It savoured of the most audacious monopoly in the world; it savoured of that sort of grabbing system of other people's property in business connections and profits which was not worthy of the smallest and the youngest member of any profession. He thought he might be permitted to say that if a certain institution, not far from that building, had done itself the credit which it might have done, that provision would long since have been eliminated from every new lease that was made. It was beyond all controversy that a doctor might just as well endeavour to fix a family with the perpetual obligation to call in his noddle of a son, provided he succeeded to his father's business, as to suggest that they should be bound to give the appointment to some noddle of a fellow because he happened to be the successor of his father in the solicitorship of some well-known charity or company. When he was asked by Mr. Marten what the profession would think of the annihilation of that monopoly, he (Mr. Lewis) said that he knew what they would think of it as a body, and what those would think who put it into their leases—they would hide their diminished heads, and not propose again to insert it in their leases, and, the sooner they assumed



that high-toned respectability and purity which ought to be the foundation of every professional man's life, the better.

Mr. WALTERS (Walters, Deverell, & Walters) moved the following resolution:—"That it is desirable to give power to the High Court of Justice to restrain the enforcement of provisions of forfeiture and re-entry in leases or other instruments, in all cases in which such power can, in the opinion of the court, be exercised without injury to the lessor, and on such terms as regards damages or otherwise, as the court may think fit." The resolution set forth the pith and substance of clause 2 of the Bill proposed in the House of Commons. They were clearing up the law, and doing that which people had all along intended. They were only asking for that which in substance had been granted by the court in other cases—for that which was real justice.

Mr. ADDISON (Linklater & Co.), in seconding the resolution, stated that to support it, it was necessary to show:—(1) that there was a mischief requiring to be remedied; (2) that legislation to effect such remedy was desirable; and (3) that the power of applying the remedy should be vested in the courts of law. He pointed out that the condition of re-entry was probably originally framed at a time when leasehold interests were comparatively unimportant and little regarded by the law; and that, unfortunately, instead of modifying our documents to meet the vast changes which had taken place, both in regard to the nature and value of interests created under leases, we had imported the condition into transactions to which it was wholly inapplicable. It was impossible to suggest that with regard to mining leases, where hundreds of thousands of pounds might be laid out—building leases, where costly houses were erected on ground of little value—leases in consideration of premiums and many similar transactions, such a penalty should be applied. In many cases it was improper and unjust, and in all it produced great and unnecessary inconvenience. It was probably a correct statement that in the metropolis the leasehold interests in real property represented half of the value, and the freehold interest the other half; and it was not too much to say that the leasehold interest was absolutely at the mercy of the owners of the freehold. The speaker gave several instances in which he had personally known gross injustice to be done by landlords under the powers of re-entry clauses. He also pointed out that, but for the introduction in all conditions of sale of a provision that the last receipt for rent should be conclusive evidence of the performance of the covenants in a lease (which in truth it was not), it would practically be impossible to force the sale of any lease upon a purchaser. Moreover, purchasers under such conditions constantly bought leases, of which, if the landlords exercised their strict rights, they might be dispossessed the next day; and the same or worse difficulties beset lenders of money on mortgage. He would have been glad to think that the remedy could be applied by a change in the practice of the profession, without recourse to legislation; but reflection had satisfied him that this could not be. The usage was too inveterate and wide spread to give place to mere argument or pressure, and, moreover, under various private and other Acts of Parliament, under wills, settlements, and other instruments, the condition was made necessary. The speaker mentioned several private Acts in which he had met with the requirement, even to the granting of building leases. It was clear, therefore, that nothing short of the power of the Legislature could afford an effectual remedy. To the objection that such an enactment would interfere with the contract between the lessor and lessee, his answer was that, on the contrary, it would give effect to the real intention of the parties; that it was impossible, for instance, to suppose that the bargain between a person paying a premium for a lease and his landlord was, that for every infraction of a covenant, however trifling, the lessee should lose his lease. Neither landlord or tenant meant any such thing. The truth was, that were it not that the conduct of lessors was more honest, and more in accordance with the real intention of the parties, than the provisions of the documents drawn up for them by their solicitors, the hardships produced by forfeiture clauses would long since have become wholly intolerable. It being therefore clear that there was a mischief, and that a legislative remedy was necessary, he thought no better mode of applying the remedy could be suggested than through the medium of a court of law which

could mould its orders so as to suit the justice of each case. The Bill would require to be very carefully drawn up, and the power to relieve must be invoked within a very limited period.

The motion was discussed and supported by Messrs. Stephens, Peard, Coverd, Shaw, Selway, and others, and carried unanimously.

Mr. N. LEAROLD (Learoyd, Learoyd, & Peace) moved:—"That this meeting approves the principle of Mr. Marten's Leases Bill, now before Parliament, and recommends that all persons present should urge members of Parliament to support the same, and that petitions in favour thereof should be presented forthwith." If they would pass this Bill during the present session they must be precise and definite in their effort. They had adopted in this Bill a fair and equitable basis. They asked that the court might, in all cases of breach of covenant not going to the root of the covenant, give relief. The Bill ought to be passed in the present session; and if they used their influence it might be so passed.

Mr. J. N. MASON seconded the resolution, which was supported by Mr. SHAEN, and carried with two dissentients.

After some further remarks, a vote of thanks was accorded to the chairman on the motion of Mr. HIGHAM, who requested that the undermentioned petition should be signed as extensively as possible:—

"To the hon. the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled,

"The humble petition, &c.' sheweth:—

"That a Bill has been introduced into your honour House to amend the law relating to leases.

"That it has become a growing practice of lessors to insert numerous oppressive and objectionable covenants in leases, whereby the liability to forfeiture is greatly increased, and many cases of hardship have arisen therefrom.

"That your petitioners are aware that it is not usual for the owners of large estates to take advantage of breaches of covenant where no serious damage has occurred, but it has frequently happened that persons have become the owners of property, and have taken advantage of the breach of covenant to claim the whole of the property when little or no damage has been sustained.

"That several cases have been before the law courts, in which the judges have expressed great regret at their inability to grant relief.

"That the object sought to be attained by the Bill before your hon. House is not to interfere with contracts entered into between lessor and lessee, except to give the courts power to assess damages, instead of decreeing absolute forfeiture of property.

"Your petitioners therefore humbly pray that the said Bill may be passed into law."

## Obituary.

### MR. JOHN DRANSFIELD.

Mr. John Dransfield, solicitor, died at his residence, Oxspring House, near Penistone, on the 4th inst. Mr. Dransfield was born in 1808, and was admitted a solicitor in 1830, and shortly afterwards commenced business at Penistone, where he continued in practice until his retirement about two years ago. During the latter part of his professional career he was associated in partnership with his sons, Mr. John Ness Dransfield, who was admitted in 1862, and Mr. William Dransfield, who was admitted in 1870. He was a commissioner to administer oaths, and a perpetual commissioner for the West Riding of Yorkshire; and he had an extensive private practice. Mr. Dransfield had also held several important appointments, having been clerk to the Wortley and Penistone Boards of Guardians, Assessment Committees, and Rural Sanitary Authorities, superintendent registrar, clerk to the Trustees of the Penistone Grammar School, and clerk to the Penistone Local Board and Burial Board, and to the Ecclesfield and Bradfield District Highway Board. Several of these appointments are now held by Mr. John Ness Dransfield.

**MR. GEORGE BODEN, Q.C.**

Mr. George Boden, Q.C., recorder of the borough of Derby, died at his residence, 7, Queen's-gardens, Hyde-park, on the 10th inst., in his sixty-fourth year. Mr. Boden was the youngest son of the late Mr. John Boden, of Edmaston Hall, Derbyshire, and he was born in 1816. He was educated at Rugby and at Trinity College, Cambridge, and was called to the bar at the Inner Temple in Easter Term, 1841. He joined the Midland Circuit, and the Lincolnshire, Nottinghamshire, Derbyshire, and Birmingham Sessions, and he obtained a considerable share of business at the sessions and assizes. He became a Queen's Counsel in 1862, but he had ceased to practice. Mr. Boden was recorder of Stamford from 1855 till 1859, when he was appointed recorder of Derby, and he held the latter office until his death. He was a bencher of the Inner Temple, having been treasurer of that society in 1876. The deceased was twice married—namely, in 1845 to the daughter of Mr. John Perfect, of Pontefract, and in 1863 to the daughter of the Rev. William Worsley, rector of Bratoft, Lincolnshire.

**MR. JAMES GIBSON, Q.C.**

Mr. James Gibson, Q.C., died at his residence, 35, Mountjoy-square, Dublin, on the 5th inst. Mr. J. Gibson was educated at Trinity College, Dublin, where he graduated B.A. in 1826 and M.A. in 1832. He was called to the Irish bar in 1828, and practised for many years on the North-East Circuit. In 1869 he received a silk gown from Lord O'Hagan, and he was for several years county court judge and chairman of sessions for the county of Donegal. In 1837 Mr. Gibson contested the borough of Belfast in the Liberal interest, and was returned at the head of the poll, but he was afterwards unseated on petition. He had been a commissioner of National Education in Ireland since 1848, and he was a member of the Senate of the Queen's University.

**Societies.****SOLICITORS' BENEVOLENT ASSOCIATION.**

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, February 11, the following directors being present (Mr. S. Smith in the chair):—Messrs. Asker (Norwich), Brook, Hedger, Gregory, M.P., Kays, Keen, Paterson, Pennington, Rickman, Rose, Roscoe, Styan, Velej (Chelmsford), Williamson, and Woolbert (Mr. Eiffe, secretary). A sum of £185 was distributed in grants of assistance among eleven necessitous families of deceased solicitors, members and non-members; eight gentlemen were elected members of the association, and other general business transacted.

**Law Student's Journal.****LAW STUDENTS' DEBATING SOCIETY.**

A meeting of the above society was held on Tuesday evening last at the Law Institution, Chancery-lane, Mr. A. M. Ellis, LL.B., in the chair. The following question was discussed:—"Bequest of a sum of money to trustees on trust to repair certain tombstones thereout, and to pay the surplus to A. The first trust being void, is A. entitled to the whole fund?" The question was opened in the affirmative by Mr. J. W. Evans, B.Sc. Mr. Lloyd Jones supported the negative side of the question. Messrs. J. K. Wright, E. Williams, C. E. Barry, and E. G. Spiers then addressed the society on the subject, and Mr. Evans having replied, the question was decided in the affirmative by a majority of ten. At the meeting of the society on Tuesday next the following question will be discussed:—"Is it desirable to increase the number of national holidays!"

**UNITED LAW STUDENTS' SOCIETY.**

The society met at Clement's-inn Hall, Strand, on Wednesday last, 18th inst., Mr. W. C. Owen in the chair, when Mr. A. H. Spokes moved "That the centralizing tendencies of the present Government are opposed to the free spirit of English institutions." Messrs. W. Shirley Shirley, W. Dowson, W. T. Synnott, and W. F. Hamilton supported; Messrs. E. Rundle Levey, C. Kains-Jackson, and C. Parsons opposing. The motion was carried by a majority of three.

On Wednesday next the society is to hold its sixteenth annual inaugural meeting at Clement's-inn Hall, Strand, at 7.30 p.m. Mr. Farrer Herschell, Q.C., M.P. is to preside, and will be supported by Messrs. W. Digby Seymour, Q.C., A. S. Eddis, Q.C., J. Morgan Howard, Q.C., C. Locock Webb, Q.C., Montague H. Cookson, Q.C., D.C.L., W. Willis, Q.C., T. W. Snagge, E. H. Busk, C. Ford, W. A. Hunter, and F. H. Janson. Members are specially invited to bring friends.

**BIRMINGHAM LAW STUDENTS' SOCIETY.**

The first meeting of the spring session was held on Thursday evening, February 12, in the Law Library. Mr. G. J. Johnson presided. After the election of seven new members, the passing of votes of thanks to Messrs. C. J. Edwards and A. L. Crookford for their services as hon. librarian and hon. treasurer respectively, and the election of Messrs. A. G. Hooper and W. E. Taylor as auditors for the year, a debate took place upon the following moot point:—"Can the law as to the contractual relations of husband and wife, as illustrated in the following cases, be regarded as satisfactory?"—*Agar-Ellis v. Lascelles*, 27 W. R. 117; *L. R. 10 Ch. D. 48*; *48 L. J. Ch. 1*; *39 L. T. 380*. Article in *SOLICITORS' JOURNAL*, Nov. 30, 1878; *In re Beant*, 27 W. R. 741; *L. R. 11 Ch. D. 508*; *48 L. J. Ch. 497*; *40 L. T. 469*. The speakers on the affirmative were Messrs. Edwards, Crookford, Smith, Samuel, and Dennison, and the negative Messrs. Barrows, Platnauer, Rogers, Steers and Barber. After a summing up by the chairman, the question was put and decided in the affirmative. A vote of thanks to the chairman concluded the meeting.

**LIVERPOOL LAW STUDENTS' ASSOCIATION.**

The members of this association held a dinner at the Adelphi Hotel on Thursday, February 12. Mr. Charles Russell, Q.C., presided, and there was a large attendance of members and invited guests, among them being Mr. Pope, Q.C., Mr. Hopwood, Q.C., M.P., Mr. Gully, Q.C., Mr. Stone (president of the Liverpool Law Society), Mr. Segar, Mr. Kennedy, Mr. Bremner, Mr. Collins, and many other members of the legal profession, and students. Mr. Aspinall, Q.C., recorder of Liverpool, had promised to preside, but was prevented from doing so in consequence of the death of a near relative. After dinner the CHAIRMAN proposed the loyal toasts, which were received with great enthusiasm. Mr. SEGAR proposed the toast of "The Houses of Parliament," and coupled with it the name of Mr. Hopwood, M.P. for Stockport.

Mr. Hopwood, M.P., in responding, remarked that the House of Lords was entitled to the foremost place in the estimation of lawyers, as fully one-third of its members were lawyers, or descendants of lawyers, who had been ennobled. With regard to the other House, so long as he remained in it he should feel proud of being there. A solemn duty was put before them in representing the enormous interests of the Empire, and any man, be he an Englishman, an Irishman, or a Scotchman, putting his foot into that House must feel very much impressed with the necessity of maintaining the integrity of this vast Empire. Whatever might be at times the bickerings which took place there, yet, on the whole, the House of Commons stood out as the greatest assembly of the world; an assembly, too, that would last, because it was founded on the affections of the people, who continually renewed and invigorated it by those whom they sent there to represent them.

Mr. W. H. COLLINS proposed "The Bench and the Bar," associating with the toast the name of Mr. Pope, Q.C., recorder of Bolton.

Mr. POPE said the bar regarded with a great deal of per-

sonal interest and very considerable hope the progress of the young men who were the members of that association. It was of the greatest importance to the bar that in that branch of the profession from which they derived their instructions, there should be men of learning, character, and integrity, who could maintain the high standing which the profession had hitherto occupied. He was old-fashioned enough to believe that there was an advantage to the client in the separation of the two branches of the profession, and he thought it was of the greatest importance that between those two branches there should be the most complete confidence, the most complete friendship, and the most complete reliance that each would perform its duty honestly, faithfully, and justly towards the other.

The CHAIRMAN, in giving the next toast, said: I now propose to you what is called the toast of the evening, and that is "The Liverpool Law Students' Association." I have to couple with it the name of your zealous and indefatigable secretary, Mr. F. J. Leslie, to whose exertions so much of the success of the society is attributable. This association, as you are aware, started in February, 1876. It has not, therefore, had a very long life. It began in a very small way, and it is now, at the end of something less than four years from its origin, able to reckon 200 members, thus showing that it has successfully appealed for support to those for whose benefit it is chiefly intended, and also has the support of those who, not students, themselves recognize the important objects and duties it fulfils. It is not confined to articulated clerks and bar students, but by the wise constitution which governs it, it admits to membership barristers and solicitors. The objects of the society may be briefly stated. It is not a debating society only, but still it is a debating society. It is not for lectures only, and yet the members get the benefit of lectures. It is not for speech-making only, and yet the members have the opportunity of speaking. So that in these three things it supplies a kind of function which ought to be discharged by a law school for the education of youth. In one of his remarkable essays, Lord Bacon says:—"Reading makes a full man, writing an exact man, and speaking a ready man," and you have in the case of this association, for those who have application and energy to avail themselves of its advantages, the opportunity of cultivating each of these three branches of knowledge. I should like particularly to say one or two words about that part of this institution which is undoubtedly one of its great attractions to the youthful student, and in my humble judgment one of its best attributes—namely, the debating part of the institution. First of all, men do not speak, and ought not to speak, without some preparation upon the subject, and therefore to debate means to read, with a view of preparing the subject. Another thing is, that reading, especially when you have to submit in form of speech the result of your studies, induces habits of reflection. And, lastly, the practice of debating enables a man to express the knowledge which he has, and the thoughts which are in his mind, clearly to the minds of others. The first thing which a man ought to do before attempting to speak is to satisfy himself that he has something to say; that is one of the most important things for a young man to take particularly to heart. Another point I might say a word about is as to whether you ought to commit to paper what you are going to say or speak extempore. Now, for my part, I think there is a medium between the two, and that is to sketch out what you are going to say; to arrange the method and order of proceeding, and afterwards to elaborate particular passages. This institution has had the advantage of lectures delivered by members of the bar, and I am happy to see by the reports that the attendance at these lectures has been very creditable; but there is one thing more creditable still, and that is that the members have, by their own exertions and by their own means, organized and, out of their own subscriptions, paid for these lectures. In addition to this there is, in connection with the society, the preparation of essays. Thus you have an organization highly creditable to these young men, by which they are, in point of fact, undergoing that best of all educations—namely, self-education. I venture to say that those who exert themselves in this way for self-improvement will find their reward in occupying distinguished places in the profession to which they seek to belong. I beg to propose the toast of "The Liverpool Law Students' Association."

Mr. F. J. LESLIE, in responding, thanked Mr. Russell for the eloquent and complimentary terms in which he had wished the association success. They would, he thought, look back upon that day as a red-letter day, in fact they might call the past week a red-letter week, as in it they had elected their 200th member, and had also been able to write after the name of one of their most respected members the magic letters, M.P. It was a source of regret to Mr. Whitley that he could not be with them that evening. That was the first dinner they had held, but he hoped it would be by no means the last. All work and no play was just as bad for a corporate body as it was for the proverbial Jack, and he was quite sure all of them would feel the benefit of that social gathering.

Mr. GULLY, Q.C., proposed the toast of "The Liverpool Law Society." There was no one he felt sure who reckoned more personal friends among the members of that society than he did. He considered a law institution a very valuable one in any city. They were of the utmost value in keeping watch and guard over the profession, and all knew how admirably they performed their duties; law institutions were the modern representatives of the ancient guilds, which used to exist in every trade. The latter had become little better than eating institutions, while the former were in the vigour of their youth and would continue to increase in power.

Mr. STONE, president of the society, responded. He alluded to the great assistance they always received from the members of the bar. In connection with the somewhat vexed question of assizes, he thought if they could have three assizes at equal intervals, they would be able to get through the business satisfactorily. He concluded by proposing "The Health of the Chairman," remarking that in all probability his "brief" life was nearly at an end, and when he went to the bench, he had no doubt he would perform his duties as well as he had done at the bar. The toast was drunk with musical honours.

Mr. RUSSELL in thanking them for the compliment they had paid him expressed his great gratification at being present. Liverpool had peculiar claims upon him, because in Liverpool he got his first brief, and whatever success he had been able to achieve in his profession, had been due in the main to the support of his friends in Liverpool.

The proceedings then terminated, having been marked by great enthusiasm throughout. Songs were sung during the evening by various members of the association.

## Appointments, &c.

Mr. EDWARD CLARKE, barrister, who has been elected M.P. for Southwark in the Conservative interest, was born in 1840. He is an associate of King's College, London, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1864, having previously been the holder of the Tancred Studentship. He practises on the South-Eastern Circuit and Surrey Sessions, and is the author of a treatise on "The Law of Extradition." Mr. Clarke recently declined the appointment of junior common law counsel to the Treasury.

Mr. JOHN EDWARD FULLAGAR, solicitor, of Lewes, has been appointed Deputy-Coroner for the Eastern Division of the County of Sussex. Mr. Fullagar was admitted a solicitor in 1879.

Mr. THOMAS GARMSTON HYDE, solicitor, of Worcester, has been elected President of the Worcester and Worcester-shire Incorporated Law Society for the ensuing year. Mr. Hyde was admitted a solicitor in 1859, and is clerk to the Commissioners of Taxes for the city of Worcester.

Mr. HENRY JONES, solicitor, of Colchester, has been appointed Clerk to the Commissioners of Income, Property, Land, and Assessed Taxes for the Borough of Colchester, in succession to Mr. Robert Cecil Laing, resigned. Mr. Jones was admitted a solicitor in 1834, and is clerk to the County Magistrates and to the Lexden and Winstree Highway Board. He has recently resigned the office of town clerk of Colchester.

Mr. RICHARD LOCKWOOD MATTHEW, solicitor, of Brighton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.



Mr. HORACE WILLIAM MACLEOD has been appointed a Puisne Judge in the Supreme Court of the Gold Coast Colony, in succession to Mr. Justice Marshall, who has been appointed Chief Justice of the colony.

Mr. FREDERICK BLOMFIELD PHILBRICK, solicitor, of 18, Austin Friars and Colchester, has been elected Town Clerk of the Borough of Colchester, in succession to Mr. Henry Jones, resigned. Mr. Philbrick was admitted a solicitor in 1831, and is deputy-coroner in Essex for the Duchy of Lancaster. His eldest son, Mr. Frederick Adolphus Philbrick, Q.C., is recorder of the borough of Colchester.

Mr. THOMAS SIMPSON PORTER, solicitor, of Bedford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

#### DISSOLUTIONS OF PARTNERSHIPS.

WILLIAM HENRY STEPHENS, PERCY KELHAM LANGDALE, and WILLIAM RICHARD EATON TURNER, solicitors, 30, Bedford-row, London (so far as concerns the said William Henry Stephens). The business has since been and will henceforth be carried on by the said Percy Kelham Langdale and William Richard Eaton Turner. December 31. (*Gazette*, January 13.)

WILLIAM CROOK and EDWARD SMITH, solicitors, Abchurch-chambers, Abchurch-lane, London (Crook & Smith). The said William Crook will carry on his business or profession of a solicitor, at No. 173, Fenchurch-street, E.C.; and the said Edward Smith will carry on his business or profession of a solicitor, at Abchurch-chambers aforesaid. February 14. (*Gazette*, February 17.)

### Companies.

#### WINDING-UP NOTICES. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

HAMILTON'S WINDSOR IRON WORKS, LIMITED.—Creditors and persons claiming to be incumbrancers are required, on or before Mar 13, to send their names, addresses, &c., to Frederick Whitney, Old Jewry. Wednesday, Mar 24 at 12, is appointed for hearing and adjudicating upon the debts, claims, and incumbrances.

MISS LILA CLARKE'S COMPANY OF LADY MINSTRELS, LIMITED.—Petition for winding up presented Jan 23, directed to be heard before V.C. Bacon, on Feb 11. Woodfin and Wray, Tower chambers, Moorgate, solicitors for the petitioners.

SILVERTOWN LAND COMPANY, LIMITED.—By an order made by V.C. Malins, dated Feb 6, it was ordered that the voluntary winding up of the above Company be continued.—Marsh, Fen Ct, solicitors for the liquidators.

SOUTH KENSINGTON CO-OPERATIVE STORES, LIMITED.—Petition for winding up presented Feb 12, directed to be heard before the M.R., on Feb 21.—Greenfield and Abbott, Queen Victoria St, solicitors for the petitioners.

[*Gazette*, Feb 13.]

CLITHEROE LIME COMPANY. HORROCKSFORD, LIMITED.—By an order made by V.C. Bacon, dated Feb 7, it was ordered that the company be wound up.—shaw and Tremellon, Gray's inn sq, solicitors for the petitioners.

EQUITABLE MARINE INSURANCE COMPANY, LIMITED.—The M.R. has fixed Friday, Feb 27 at 11, as the time and place for the appointment of an official liquidator.

GIBBS AND CANNING, LIMITED.—By an order made by the M.R., dated Feb 7, it was ordered that the voluntary winding up of the above company be continued. Owles, Chancery lane, solicitor for the petitioners.

LLANDRISODD ESTATE AND BUILDING COMPANY, LIMITED.—Petition for winding up, presented Feb 14, directed to be heard before V.C. Bacon, on Feb 28. Swann and Co, Chancery lane, solicitors for the petitioner.

LONGTON HALL HOTEL COMPANY, LIMITED.—By an order made by the M.R., dated Feb 7, it was ordered that the above company be wound up. Bellamy and Co, Bishopsgate at Within, solicitors for the petitioners.

NATIONAL TEMPERANCE BEVERAGE COMPANY, LIMITED.—V.C. Hall has, by an order dated Jan 28, appointed Arthur James Hill, Finsbury circus, to be official liquidator.

RAILWAY AND PUBLIC WORKS CONTRACT COMPANY, LIMITED.—Creditors are required, on or before Mar 19, to send their names and addresses, and the particulars of their debts and claims, to George Chandler, Coleman st. Apr 6 at 11 is appointed for hearing and a judicating upon the debts and claims.

SUBERBAY FARM AND DAIRY PRODUCE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—V.C. Hall has fixed Feb 26 at 12, at 14, Chancery lane, for the appointment of an official liquidator.

TRANSVAAL GOLD MINING COMPANY, LIMITED.—By an order made by the M.R., dated Feb 7, it was ordered that the above company be wound up. Tillear and Co, Old Jewry, solicitors for the petitioners.

[*Gazette*, Feb. 17.]

#### COUNTY PALATINE OF LANCASTER.

HILTON HOUSE and RED MOSS COLLIERY COMPANY, LIMITED.—By an order made by the V.C., dated Feb 9, it was ordered that the voluntary winding up of the above company be continued. Houghton and Myers, solicitors for the petitioners.

[*Gazette*, Feb 17.]

#### FRIENDLY SOCIETIES DISSOLVED.

LILLY OF THE GADLY'S SOCIETY, Waynes Arms Inn, Gadly's rd, Aberdare, Glamorgan. Feb 9

[*Gazette*, Feb. 13.]

## Solicitors' Cases.

#### DIVISIONAL COURT.

(Sittings in Banco before KELLY, C.B., and LUSH, J.)

Feb. 12.—In the Matter of Charles Blake, a Solicitor.

Murray, on behalf of the Incorporated Law Society, moved to make absolute a rule to strike Mr. Charles Blake off the rolls of the court. It appeared from the statement of counsel that the defendant was convicted on December 8, 1879, of obtaining £100 from Mr. Eugene Wason by false pretences, and was sentenced to six months' imprisonment, with hard labour. This rule was granted on January 21 last, and a copy was served personally on the defendant in Coldbath-fields Prison on January 26. Permission was granted to the defendant by the Secretary of State to see his legal adviser that he might have an opportunity of answering the rule, but no cause was shown.

The COURT made the rule absolute to strike the defendant off the rolls.

## Legislation of the Week.

#### HOUSE OF LORDS.

FEB. 12.—BILL READ A SECOND TIME.

EMPLOYERS' LIABILITY (referred to Select Committee).

FEB. 16.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Aberdare Markets and Town-hall, Aston (Liverpool-street) Burial-ground, Clacton-on-Sea Special Drainage District, Deane Valley Water, Doncaster Corporation Water, Freshwater, Yarmouth, and Newport Railway, Kensington Improvements, Lancashire County Justice, Liverpool and Birkenhead Subway, Mersey Docks and Harbour Board, Rother Levels (Improvement of Drainage, Rye Harbour), Sea Water Supply to London, Vestry of St. Luke, Middlesex, Wakefield Corporation Water, West Wickham and Hayes Railway, Witham River Outfall Improvement, Woodside and South Croydon Railway.

FEB. 17.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Accountants' Institute, Hendon Local Board, Trinity Hospital, Greenwich, Freshwater, Yarmouth, and Newport Railway.

#### HOUSE OF COMMONS.

FEB. 12.—BILLS READ A SECOND TIME.

BANKRUPTCY LAW AMENDMENT (referred to Select Committee). MEDICAL ACT (1858) AMENDMENT (No. 3). MEDICAL ACT (1858) AMENDMENT (No. 2).

BILLS READ A FIRST TIME.

BILL TO AMEND THE LAW RELATING TO THE QUALIFICATIONS REQUIRED FOR HOLDING CERTAIN MEDICAL APPOINTMENTS (Mr. Errington).

BILL TO CONTINUE FOR A LIMITED PERIOD THE POWERS OF THE ARBITRATOR UNDER THE EPPING FOREST ACT, 1878 (Sir H. Selwin-Ibbetson).

BILL TO AMEND THE LAW RELATING TO THE SALARIES AND ALLOWANCES OF CERTAIN OFFICERS IN INDIA, AND FOR OTHER PURPOSES (Mr. E. Stanhope).

FEB. 13.—BILL IN COMMITTEE.

COMPANIES ACTS AMENDMENT (passed through Committee).

BILL READ A FIRST TIME.

BILL TO AMEND THE ALKALI ACTS, 1863 AND 1874, AND TO PROVIDE FOR THE MORE EFFECTUAL CONDENSATION OF NOXIOUS AND OFFENSIVE GASES IN ALKALI AND OTHER WORKS (Mr. Slater-Booth).

## FEB. 16.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Burton-upon-Trent Corporation, Cardiff Pilotage Board, Cathcart District Railway, Chipping Wycombe Borough Extension, Denton and Haughton Gas, Gravesend, Northfleet, and London, Chatham, and Dover Railway, Helston Railway, Huddersfield South and East Junction Railway, Huddersfield Tramways and Improvement, Hull, Barnsley, and West Riding Junction Railway and Dock, Hull Lighting, King's Lynn Corporation, Lancaster Corporation, Maidstone and Ashford Railway, Medway Conservancy, Northampton Tramways, Nottingham Corporation, Oldham Improvement, Preston Improvement, Rochester Corporation, Stapenhill Bridge, Swansea Harbour, Yarmouth Union Railway.

BREX DEALERS' RETAIL LICENCES.

## BILL READ A THIRD TIME.

COMPANIES ACTS AMENDMENT.

## BILL IN COMMITTEE.

ANCIENT MONUMENTS (clause 2).

## FEB. 17.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Dagenham and District Farmers' (Optional) Sewage Utilization, Elham Valley Light Railway, Plymouth, Totnes, Paignton, and Torquay Direct Railway, Wigan Improvement.

MEDICAL APPOINTMENTS QUALIFICATION.

## BILL READ A FIRST TIME.

BILL FOR THE CLOSING OF PUBLIC-HOUSES IN ENGLAND AND WALES ON SUNDAY, MAKING PROVISION FOR THE SALE OF LIQUORS DURING CERTAIN HOURS FOR CONSUMPTION OFF THE PREMISES (Mr. Pease).

## FEB. 18.—BILLS READ A SECOND TIME.

LEASES (referred to Select Committee).

MUNICIPAL CORPORATIONS (PROPERTY QUALIFICATION ABOLITION), COMMONS ACT (1876) AMENDMENT.

## Court Papers.

## SUPREME COURT OF JUDICATURE.

## ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday ..Feb. 23	Mr. Farrer	Mr. Ward	Mr. Latham
Tuesday..... 24	Teesdale	Pemberton	Leach
Wednesday..... 25	Farrer	Ward	Latham
Thursday..... 26	Teesdale	Pemberton	Leach
Friday..... 27	Farrer	Ward	Latham
Saturday..... 28	Teesdale	Pemberton	Leach

	V. C. BACON.	V. C. HALL.	Mr. Justice FRANK.
Monday ..Feb. 23	Mr. Koe	Mr. Merivale	Mr. Cobby
Tuesday..... 24	Clowes	King	Jackson
Wednesday..... 25	Koe	Merivale	Cobby
Thursday..... 26	Clowes	King	Jackson
Friday..... 27	Koe	Merivale	Cobby
Saturday..... 28	Clowes	King	Jackson

## HILARY SITTINGS,

From February 23 to March 24, 1880.

## COURT OF APPEAL.

At Lincoln's-inn and Westminster	Friday .... 5	
Monday, Feb. 23	Saturday .... 6	Appeals.
Tuesday..... 24	Monday ..... 8	
	Tuesday..... 9	
Wednesday..... 25	Wednesday. 10	App. mots. ex pte apps. from orders made on interlocutory motions, & other apps.
Thursday ..26	Thurs. .... 11	Bkey. apps. & or apps.
Friday, .... 27	Friday ..... 12	
Saturday ..28	Saturday ..13	Appeals.
Monday Mar 1	Tuesday .... 16	
Tuesday.... 2	Wednesday..17	App. mots. ex pte apps. from orders made on interlocutory motions & other apps.
Wednesday 3	Thursday .. 4	Bkey. apps. & or apps.

Thursday ..18	Bkey. apps. & other apps.
Friday ....19	
Saturday ..20	Appeals.
Monday ....22	
Tuesday....23	

Lunacy petitions will be taken every Saturday during the sittings.

Wednesday 21	App. mots. ex pte, apps. from orders made on interlocutory motions, & other apps.
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## HIGH COURT OF JUSTICE.

## CHANCERY DIVISION.

MASTER OF THE ROLLS.		Friday .... 5	
At the Rolls House.		{ Sht. causes, pets. & gen. pa.	
Mon., Feb. 23		Saturday .. 6	{ Adj. sums. & gen. pa.
Tuesday....24	General paper.	Monday .... 8	
Wednesday..25		Tuesday.... 9	General paper.
Thursday ..26		Wednesday. 10	
Friday .... 27	{ Mots. adj. sums. & gen. pa.	Thursday ..11	{ Mots. & gen. pa.
Saturday ..28	{ Pets. sht. causes, adj. sums, and gen. pa.	Friday ....12	{ Short causes, pets. & gen. pa.
Monday, Mar 1		Saturday ..13	{ Adj. sums & gen. pa.
Tuesday.... 2	General paper.	Monday.....15	
Wednesday.. 3		Tuesday....16	General paper.
Thursday .. 4		Wednesday..17	
Friday .... 5	{ Mots. adj. sum & gen. pa.	Thursday ..18	{ Mots. & gen. pa.
Saturday .. 6	{ Pets. sht causes, adj. sums, and gen. pa.	Friday ....19	{ Sht. causes, pets. & gen. pa.
Monday .... 8		Saturday ..20	{ Adj. sums & gen. pa.
Tuesday.... 9	General paper.	Monday.....22	
Wednesday..10		Tuesday....23	General paper.
Thursday ..11		Wednesday..21	
Friday.....12	{ Mots., adj. sums, & gen. pa.	Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.	
Saturday ..13	{ Pets., sht causes, adj. sums, and gen. pa.		
Monday ....15			
Tuesday....16	General paper.		
Wednesday..17			
Thursday ..18			
Friday .... 19	{ Mots., adj. sums. & gen. pa.		
Sat. .... ..20	{ Pets., sht. caus. adj. sums. & gen. pa.		
Monday ....22	General paper.		
Tuesday....23			
Wednesday..24	{ Mins. adj. sums. & gen. pa.		

N.B.—The days, if any, on which the Master of the Rolls shall be engaged in the Court of Appeal are excepted.

Causes and actions in which witnesses are to be examined before the court will be taken on Tuesdays, Wednesdays, and Thursdays, and causes and actions without witnesses will be taken on Mondays; but when the list of causes and actions without witnesses is exhausted, causes and actions with witnesses will be taken on Mondays also.

Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the paper.

Unopposed petitions must be presented, and copies left with the secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any cause intended to be heard as a short cause must be so marked in the cause-book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put in the paper.

## V.C. SIR RICHARD MALINS.

At Lincoln's-inn.	
Monday Feb 23	
Tuesday....24	General paper.
Wednesday..25	
Thursday ..26	Mots. & gen. pa.
Friday .... 27	{ Sht. caus., pets. & gen. pa.
Saturday ..23	Adj. sums. & gen. pa.
Monday Mar 1	
Tuesday.... 2	General paper.
Wednesday 3	
Thurs.... 4	Mots. & gen. pa.

## V.C. SIR JAMES BACON.

At Lincoln's-inn.

Monday, Feb. 23	In Bankruptcy.
Tuesday.... 24	
Wednesday..25	General paper.
Thurs. ....26	
Friday ....27	{ Mots. adj. sums. & gen. pa.
Saturday ..28	{ Pets., sht. caus. & gen. pa.
Monday, Mar. 1	In Bankruptcy.
Tuesday.... 2	
Wednesday.. 3	General paper.
Thursday .. 4	
Friday .... 5	{ Mots. adj. sums. & gen. pa.
Saturday .. 6	{ Pets., sht. caus. & gen. pa.
Monday .... 8	In Bankruptcy.
Tuesday.... 9	
Wednesday..10	General paper.
Thurs. ....11	
Friday ....12	{ Mots. adj. sums. & gen. pa.
Sat. ....13	{ Pets. sht. causes, & gen. pa.
Monday ....15	In Bankruptcy.
Tuesday....16	
Wednesday..17	General paper.
Thursday ..18	
Friday ....19	{ Mots. adj. sums. & gen. pa.
Saturday ..20	{ Pets., sht. caus., & gen. pa.
Monday ....22	In Bankruptcy.
Tuesday....23	General paper.
Wednesday..24	{ Mots. adj. sums. & gen. pa.
Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the Paper.	
Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.	

## V.C. SIR CHARLES HALL.

At Lincoln's-inn.

Mon., Feb. 23	
Tuesday....24	General paper.
Wednesday..25	

Thurs. .... 26. Mts. & gen. pa.  
 Friday ..... 27. Pmts. & gen. pa.  
 Saturday .. 28 { Sht. caus., adj.  
                               sums., & gen. pa.  
 Monday Mar 1 } General paper.  
 Tuesday ..... 2 }  
 Wednesday .. 3 }  
 Thursday .... 4. Mts. & gen. pa.  
 Friday ..... 5. Pmts. & gen. pa.  
 Saturday .. 6 { Sht. caus., adj.  
                               sums. & gen. pa.  
 Monday ..... 8 }  
 Tuesday .... 9 } General paper.  
 Wednesday 10 }  
 Thurs. .... 11. Mts. & gen. pa.  
 Friday ..... 12. Pmts. & gen. pa.  
 Saturday .. 13 { Sht. caus., adj.  
                               sums. & gen. pa.  
 Monday ..... 15 }  
 Tuesday .... 16 } General paper.  
 Wednesday 17 }  
 Thurs. .... 18. Mts. & gen. pa.  
 Friday ..... 19. Pmts. & gen. pa.  
 Saturday .. 20 { Sht. caus., adj.  
                               sums. & gen. pa.  
 Monday ..... 22 } General paper.  
 Tuesday .... 23 }  
 Wednesday 24. Mts. & gen. pa.  
 Further Considerations will be taken as part of the General Paper in priority to Original Causes which have not already appeared in the Paper.  
 Any cause intended to be heard as a Short Cause must be so marked in the Cause Book at least one clear day before the same can be put in the paper to

be so heard, and the necessary papers must be left in court with the judge's officer the day before the cause is to be put into the paper.

Ms. JUSTICE FRY.  
 At Lincoln's-inn.

Monday, Feb. 23  
 Tuesday .... 24  
 Wednesday 25 } General paper.  
 Thursday .. 26 }  
 Friday ..... 27 }  
 Saturday .. 28 }  
 Monday Mar 1 }  
 Tuesday .... 2 } General paper.  
 Wednesday .. 3 }  
 Thursday .. 4 }  
 Friday ..... 5 }  
 Saturday .. 6 }  
 Monday ..... 8 }  
 Tuesday .... 9 } General paper.  
 Wednesday 10 }  
 Thursday .. 11 }  
 Friday ..... 12 }  
 Saturday .. 13 }  
 Monday ..... 15 }  
 Tuesday .... 16 } General paper.  
 Wednesday 17 }  
 Thurs. .... 18 }  
 Friday ..... 19 }  
 Saturday .. 20 }  
 Monday ..... 22 } General paper.  
 Tuesday .... 23 }  
 Wednesday 24 }

February 25.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, page 6).

February 25.—Messrs. HARVEY & DAVIDS, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, this week, page 6).

February 26.—Mr. A. MUSKETT YETTS, at the Mart, at 12 for 1 p.m., Reversions and Freehold Estates (see advertisement, this week, page 6).

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

ALLEN.—Feb. 14, at Atherton House, Victoria-park, Manchester, the wife of Charles Royle Allen, solicitor, of a son.

EDWARDS.—Feb. 15, at 22, Oakley-square, N.W., the wife of Thomas John Edwards, of Lincoln's-inn, of a son.

FRANKLIN.—Feb. 10, at 7, Trinity-place, Halifax, the wife of Harry James Franklin, solicitor, of a son.

HARBEN.—Feb. 15, at Trenton Villa, Primrose-hill-road, N.W., the wife of Henry A. Harben, barrister-at-law, of a daughter.

MONTGOMERIE.—Feb. 15, at 1, Cromwell-place, S.W., the wife of F. Montgomerie, barrister-at-law, of a son.

### DEATH.

BODEN.—Feb. 16, at 7, Queen's-gardens, Hyde-park, George Boden, Q.C., Recorder of Derby, aged 64.

## PUBLIC COMPANIES.

Feb. 19, 1880.

### GOVERNMENT FUNDS.

3 per Cent. Consols, 98½  
 Ditto for Account, 98½  
 Do. 3 per Cent. Reduced, 98½  
 New 3 per Cent., 98½  
 Do. 3½ per Cent., Jan. '94  
 Do. 2½ per Cent., Jan. '94  
 Annuities, Jan. '80  
 Annuities, April, '85, 97  
 Do. (Red Sea T.) Aug. 1868  
 Ex Bills, £1000, 2½ per Ct. 7 pm.  
 Ditto, £500, Do. 7 pm.  
 Ditto, £100 & £200, 7 pm.  
 Bank of England Stock, 277  
 Ditto for Account.

### RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter .....	100	—
Stock Caledonian .....	100	112
Stock Glasgow and South-Western .....	100	113
Stock Great Eastern Ordinary Stock .....	100	109
Stock Great Northern .....	100	127½
Stock "Do. A Stock" .....	100	124
Stock Great Southern and Western of Ireland .....	100	—
Stock Great Western—Original .....	100	118
Stock Lancashire and Yorkshire .....	100	137
Stock London, Brighton, and South Coast .....	100	136½
Stock London, Chatham, and Dover .....	100	304
Stock London and North-Western .....	100	161½
Stock London and South Western .....	100	134½
Stock Manchester, Sheffield, and Lincoln .....	100	94
Stock Metropolitan .....	100	120½
Stock "Do. District" .....	100	141
Stock North British .....	100	77½
Stock North Eastern .....	100	158½
Stock North London .....	100	180
Stock North Staffordshire .....	100	75
Stock South Devon .....	100	—
Stock South-Eastern .....	100	127

\* A receives no dividend until 6 per cent. has been paid to B.

The prospectus of the Legal, Medical, and General Stores, Limited, has been issued, capital £100,000, in shares of £2 each. The directors state that the stores will be managed on business principles, and that the strictest economy consistent with efficient services will be enforced.

## LONDON GAZETTES.

### Bankrupts.

FRIDAY, Feb. 13, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Beach, Thomas Napier, Bermondsey sq, Victualler. Pet Feb 10.  
 Murray. Feb 27 at 11.30  
 Clark, Charles, Walmer rd, Notting hill, Bedstead Manufacturer. Mot  
 Feb 10. Murray. Feb 27 at 12.30

## Legal News.

Mr. Baron Huddleston is stated to be making favourable progress towards recovery.

On Friday afternoon a deputation waited upon the Home Secretary respecting the Coroners Bill of the Government. Dr. Cameron, M.P., introduced the deputation, formed of the Parliamentary Bills Committee of the British Medical Association, and represented by Mr. Ernest Hart, Professor Swain Taylor (the author of a work on Medical Jurisprudence), Dr. Sibby, and Mr. Francis Fowkes. The points particularly discussed related to the clauses bearing on the qualifications of coroners, and Professor Taylor gave numerous instances in detail from his experience of more than forty years in matters of medical jurisprudence of failures of justice in poisoning cases owing to the want of preliminary scientific and medical knowledge on the part of the coroner. In very many of the instances which Professor Taylor gave this want of knowledge led to verdicts of "Accidental death;" but reviews of such verdicts had been followed by exhumation of bodies and proofs of criminal poisoning. It was urged that the law should allow of there being, as at present, medical coroners, or that the measure should provide the coroner with a medical assessor in such cases. Then, too, the deputation urged that it was unfair and unjust that the medical witnesses in certain cases should be required to give their services gratuitously, as in the case of inquests on persons dying in public institutions. The process known as "viewing the body" by the jury was described as "repulsive and barbarous," and ought to be abolished. Mr. Cross expressed himself as inclined to adopt the view that some medical knowledge was necessary for the guidance of the coroner, but he should have to inquire, before he decided the matter, the grounds upon which the Select Committee had made amendments in the Bill as first prepared, and he was anxious himself to give effect to the wishes of the medical profession in this respect, considering that it would be advantageous generally to the administration of the law in the country. He was glad to hear that the medical profession, as represented by the committee of this large and influential association, approved the outlines of the Bill in so far as it proposed an improvement upon the administration of coroners' courts.

## SALES OF ENSUING WEEK.

February 23.—Messrs. FURBER, PRICE, & FURBER, at the Mart, at 1 for 2 p.m., Reversion (see advertisement, February 14, page 4).

February 25.—Messrs. BAXTER, FAYNE, & LEPPER, at the Mart, at 2 p.m., Freehold Property (see advertisement, this week, page 6).



Quintana, Manuel de la, Gower st, Bedford sq, Merchant. Feb Feb 10.  
Murray, Feb 27 at 12  
Slater, Robert, and Robert Slater, jun, Sussex pl, South Kensington,  
Butchers. Feb Feb 9. Pepps. Feb 25 at 12

#### To Surrender in the Country.

Akeroyd, John William, Batley, York, out of business. Feb Feb 10.  
Nelson, Dewsbury, Feb 26 at 12  
Baldwin, John, Hutton, Kent, Licensed Victualler. Feb Feb 9.  
Scudamore, Maidstone, Feb 26 at 2  
Bassett, William, Aston-juxta-Birmingham, Builder. Feb Feb 10.  
Perry, Birmingham, Feb 24 at 2  
Bishop, Alfred, Birmingham, Beer Retailer. Feb Feb 9. Cole, Birm-  
ingham, Mar 5 at 2

TUESDAY, Feb. 17, 1880.

#### Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

#### To Surrender in London.

Durrant, George Herbert, Hart st, Bloomsbury sq, Auctioneer. Feb  
Feb 14. Brougham, Mar 2 at 11  
McDermott, Hugh Francis, Mornington rd, Barrister-at-law. Feb  
Feb 16. Murray, Mar 3 at 12.30  
Shields, Alfred, Bath st, Poplar, Builder. Feb Feb 13. Pepps. Mar  
3 at 12

#### To Surrender in the Country.

Bewley, Frederick, Hyde, Chester, Joiner. Feb Feb 12. Hall.  
Ashton-under-Lyne, Mar 4 at 11  
Bradley, John, Edminster, Bristol, Builder. Feb Feb 14. Harley.  
Bristol, Mar 3 at 2  
Cross, Edwin, Whitechurch, Salop, Miller. Feb Feb 13. Speakman.  
Nantwich, Mar 1 at 11  
Sederson, William, Aughton, York, Farmer. Feb Feb 12. Rolitt.  
Kingston-upon-Hull, Mar 2 at 3

#### BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 13, 1880.

Budden, Anne Elizabeth, Exeter, Feb 12  
Devenish, Samuel George, Regent st, Manager to a Wine Merchant.  
Feb 12  
Jones, William Henry, Lower Kennington lane, Coal Agent. Feb 2

TUESDAY, Feb. 17, 1880.

Green, William, Exeter, Police Inspector. Feb 12

#### Liquidations by Arrangement.

#### FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 13, 1880.

Aiken, Henry, James Oxbergy, and Robert Oxbergy, Jan, York, Glass  
Bottle Manufacturers, Exeter, Feb 12  
Helen's sq, York. Mann and Son, York  
Alleson, n. Humphrey, High st, Hemerton, Cattle Salesman. Feb 24 at  
2 at offices of Briant, Winchester house, Old Broad st  
Allen, Frank, Bristol, Boot Manufacturer. Feb 24 at 12 at offices of  
Paul, Corn st, Bristol  
Allen, Henry, Pewsey, Wilts, Beerhouse Keeper. Feb 27 at 3 at the  
Phoenix Hotel, Pewsey. Dixon, Pewsey  
Allen, William Thomas, Sneathwick, Stafford, Builder. Feb 25 at 3 at  
offices of Fallows, Cherry st, Birmingham  
Armstrong, Thomas, Black Hall Mill, Durham, Grocer. Feb 27 at 11  
at offices of Brodie, Townhall, Const. Welford, Jun, Const  
Baker, John Lay, Chatham, Confectioner. Feb 26 at 3 at offices of  
Basset, Eastgate, Rochester  
Baker, John William, Southbank, York, Tailor. Feb 26 at 1 at the  
Bickley's Arms, Palmer lane, York  
Bank, John, Fordinow, Carnarvon, Watch Maker. Feb 26 at 12 at  
the Queen's Commercial Hotel, Chester. Owen, Carnarvon  
Barter, David, Cleckheaton, York, Ergive Tinner. Feb 25 at 11 at  
offices of Lancaster and Wright, Manor road, Bradford  
Barter, William, Hampden, Cambs, Miller. Feb 26 at 12 at offices of  
Baker and Thorncroft, Bi-shops Stortford  
Barnett, William, Nunney, Somerset, Mason. March 3 at 3 at offices  
of Ames, Cor st, Frome  
Bevers, Sarah, Gildersome, n Leeds, Inkkeeper. Feb 26 at 3 at the  
Law Institution, Albion pl, Leeds. Lister, Wakefield  
Bennett, Walter, Old Kent rd, Timber Merchant. March 5 at 2 at  
offices of Foreman and Co, Gresham st. Curtis, Old Jewry chambers  
Best, Joseph, Manchester, Solicitor. March 5 at 4 at offices of Whitt,  
King st, Manchester. Burion, Manchester  
Bladin, Thomas, Oakengates, Salop, Boot Manufacturer. Feb 26 at 3  
at the Acorn Hotel, Temple st, Birmingham. Phillips and Co,  
Shifnal  
Bogg, George, Manningham, York, Plumber. Feb 25 at 3 at offices of  
Cotnam, Bank st, Bradford  
Bridson, William Paul, Pilkington, Lancaster, Farm Manager. Feb 25  
at 11 at offices of Simpson and Hookin, Mount st, Albert sq  
Brodie, George, Canada yd, Poplar, Timber Merchant. Feb 28 at 11  
at offices of Ratcliff, Bishopsgate st, Within  
Burgess, Augustus Charles Jarratt, Wigan, Linen Draper. Feb 26 at  
11 at offices of France, Churchgate, Wigan  
Burnell, William, Hampton, Cambs, Innkeeper. Feb 25 at 11 at  
offices of Baines and Hutchinson, Harrogate  
Butlin, Charles, and Joseph Butlin, Rothwell, Northampton, Builders.  
March 1 at 2 at the George Hotel, Kettering. Preedy, Kettering  
Butler, Joseph Elijah, Hastings, Librarian. Feb 25 at 3 at the Law  
Institution, Chancery lane. Davenport and Co, Hastings  
Butterworth, Abraham, Bolton, Brick Manufacturer. Feb 24 at 10 at  
offices of Fielding, Fold st, Bolton  
Butterworth, Ellen, Rochdale. Lancaster, Grocer. Feb 26 at 2.30 at  
offices of Brierley, Brier's avenue, Rochdale  
Cauling, Charles, Florence rd, Finsbury pk, Commercial Traveller.  
Feb 21 at 10 at 15, Parkhurst rd, Holloway. Goslay, Westminster  
bridge rd  
Challener, John, Hulme, Manchester, Cabinet Maker. Feb 25 at 12 at  
offices of Almond, Kennedy st, Manchester  
Charlesworth, John, Batley, York, Joiner. Feb 27 at 11 at the George  
Hotel, Wellington st, Batley. Parker  
Clark, John Francis Charles, Keresford, Barnsley, Farmer, Feb 25 at  
11 at offices of Dibb and Co, Regent st, Barnsley

Clarke, George, Launceston, Grocer, Feb 25 at 11 at offices of Elworthy  
and Co, Courtenay st, Plymouth  
Clarke, Jonas, Cricklade St Sampson, Wilts, out of business. Feb 27 at  
11 at offices of Kinneir and Tombs, High st, Swindon  
Clarke, Thomas John, Exeter, Carpenter. Feb 28 at 10 at offices of  
Southcott, Post Office st, Bedford circus, Exeter  
Clarkson, Abraham, West Cowes, Hants, Herbalist. Feb 23 at 11 at  
offices of Joyce, Sea st, Newport  
Clinch, Charles, Exeter, B-cwer. Mar 1 at 10 at offices of Southcott,  
Post Office st, Bedford circus, Exeter Hartnoll  
Cook, Charles, Andover, Draper. Mar 3 at 1 at the White Hart Hotel,  
Andover. Footner and Son, Andover  
Cooper, Thomas, Market Drayton, Seedsman. Mar 2 at 2 at the Royal  
Hotel, Crewe. Lisle, Andover  
Coxon, Thomas, and Joseph Barker Coxon, Greenfield, York, Farmers.  
Mar 3 at 12 at offices of Kellas and Co, Kennedy st, Manchester  
Crompton, Nathan, Pilkington, Lancashire, Licensed Victualler. Feb  
27 at 11 at offices of Gardner, Cooper st, Manchester  
Carson, George Henry, Birkenhead, Butcher. Mar 2 at 3 at offices of  
Mawson, Hamilton sq, Birkenhead, Bleakley and Downham, Birka n  
head  
Cuttell, Thomas, Oldham, Lancaster, Builder. Feb 26 at 3 at offices of  
Hatchett and Watson, Church lane, Oldham  
Davies, Rees, Cwmbedw, Carmarthen, Butcher. Feb 27 at 12 at offices  
of Walters, Greesgate, Lampeter  
Edgington, Thomas, sen, West Wycombe, Bucks, Farmer. Feb 25 at 12  
at offices of Baring, Church sq, High Wycombe  
Edwards, Emoch, Crewe, Wine Retailer. Mar 4 at 11 at offices of  
Pointon, Albert chrs, Church Side, Crewe  
Edwards, George, Dewsbury, Theatrical Manager. Feb 26 at 3 at offices  
of Shaw, Dewsbury  
Elston, Joseph, B-thley, Nottingham, Farmer. Feb 25 at 3 at Clinton  
Arms Hotel, Newark-upon-Trent. Kirkland, Southwell  
Foyard, James, Huddersfield, Butcher. Feb 27 at 3 at offices of  
Ainley and Hall, New st, Huddersfield  
Fairbairn, John, Alnwick, Northumberland, Veterinary Surgeon. Feb  
27 at 12 at offices of Foster and Paynter, Finkle st, Alnwick  
Farrar, John, Ardwick, nr Manchester, China Dealer. Mar 2 at 12 at  
offices of Blakeway, Deansgate, Manchester  
Forster, John Parkinson, Liverpool, Grocer. Feb 26 at 3 at offices of  
Roose and Price, North John st, Liverpool. Masters and Fletcher,  
Liverpool  
Foskett, William, Tring, Herts, Bootmaker. Mar 1 at 11.30 at 12, B read  
st, Cheapside. Vaisey, Tring  
Garm, Walter, Stondon Massey, Essex, Builder. Mar 5 at 3 at  
Saracen's Head Hotel, Chelmsford. Digby and Evans, Maldon  
Garrett, George William, England rd, Dealer in India Rubber Goods.  
Feb 23 at 10 at Lord Napier Tavern, London Fields, Hackney  
Harrison, Richmond adms, Shepherd's Bush  
Goodwin, John, and Henry Goodwin, Seward st, Goswell rd, Heath-  
rug Manufacturers. Feb 29 at 4 at 62, Chancery lane. Ma rahall  
Gurney, Walter Edwin, Fenchurch st, Ship Owner. Mar 4 at 2 at  
Cannon st Hotel, Cannon st. Patison and Co, Queen Viot oria at  
Hall, John Alfred, Bristol, Oil Merchant. Feb 25 at 3 at offices of  
Dale and Vachell, Bennett's hill, Birmingham  
Hanrott, Howard Augustus, Three Crown sq, Borough, Solicitor. Feb  
21 at 2 at offices of Whitmarsh, High Holborn  
Harriss, James, Chorlton-upon-Medlock, Property Owner. Feb 24 at  
3 at offices of Woolall and Marriott, Norfolk st, Manchester  
Hart, Samuel, Great Easton, Essex, Farmer. Feb 24 at 3 at Saracen's  
Head Inn, Dunmow. Knecker, Dunmow  
Hazeltine, George Charles, Hackney rd, Upholsterer. Mar 1 at 3 at  
offices of Prockter and Andrews, Princes st, Spitalfields  
Hedges, Edwin, Swat n rd, Bow, Baker. Mar 2 at 3 at offices of Wild  
and Co, Ironmonger lane  
Hicklin, William Henry, Bretby, Derby, Wheelwright. Feb 27 at 3  
at offices of Briggs, Amen alley, Derby  
Hider, James John, Haddington rd, South Lambeth, Fancy Draper.  
Feb 27 at 3 at offices of Cooper, Chancery lane  
Hill, Charles, Newcastle-under-Lyme, Commission Agent. Feb 24 at  
11 at offices of Griffith, Lad lane, Newcastle-under-Lyme  
Hill, William, Middlesborough, out of business. Feb 23 at 10 at  
Argyle buildings, 63, Wilson st, Middlesborough  
Holroyd, Neriah, Morley, York, Joiner. Feb 25 at 4 at the Commercial  
Hotel, Albion at, Leeds. Wooler, Morley  
Holt, Joseph, Hulme, Manchester, Retailer of Beer. Feb 24 at 12 at  
offices of Almond, Kennedy st, Manchester  
Hughes, William, Holloway, Derby, Grocer. Mar 2 at 11 at the Bell  
Hotel, Sad or gate, Derby. Cursham, Ripley  
Hugo, Charles, Swansea, Professor of Music. Feb 23 at 11 at Nelson  
place, Swansea. John, Swansea  
Hutchinson, Thomas James, Crewe, Cheshire, Coal Merchant. Feb 26  
at 11 at the Albert chmbrs, Church Side, Crewe. Pointon, Crewe  
Jackson, John, Hedden Bridge, York, Fustian Manufacturer. Feb 25-  
at 11 at the White Lion Hotel, Hedden Bridge. Duckworth, Man-  
chester  
Jamieson, Thomas, Low Bradley, Durham, Farmer. Feb 23 at 11 at  
offices of Lockety and Co, Newcastle-on-Tyne  
Jenkins, William, Penygraig, Glamorgan, Contractor. Feb 26 at 12 at  
offices of Rosser, High st, Pontypidd  
Jones, Charles Harrison, West Bromwich, Iron Merchant. Feb 25 at 11  
at offices of Rankin, High st, West Bromwich  
Jones, William, Moss Side, Manchester, Joiner. Mar 4 at 3 at offices  
of Booth, Cooper st, Manchester  
Krusman, Gustav Adolf, Linden Crescent, Forest Hill, Merchant.  
Feb 27 at 12 at offices of Davies, Moorgate st  
Lancaster, William, and Joseph Harrison, Clayton Bridge, Lancaster.  
Dyers. Feb 25 at 3 at offices of Boote and Edgar, Booth st, Man-  
chester  
Lister, Robert Clapham Knottingly, York, Builder. Feb 20 at 12 at  
offices of Richards, Market pl, Conestrate  
Lodge, Frederick John, Pontypidd, Glamorgan, Provision Merchant.  
Feb 24 at 1 at offices of Collins, Broad st. Morgan, Pontypidd  
Loewensohn, Mayer, Minorities, Provision Merchant. Mar 2 at 3 at  
8, Mark lane. Sorrell and Son, Great Tower st  
Margerison, Samuel, and Lister Margerison, Bradford, Dyers. Feb  
27 at 11 at offices of Killick, Commercial Bank buildings, Bradford

Martorell, Carlos Ramon, Bolsover, st. Marylebone, Club Manager. Feb 26 at 23, Villers st, Strand. Abbot, Chancery lane  
 Mackery, Henry, Horton, Stafford, Farmer. Feb 26 at 2 at offices of Hacker and Allen, St Edward st, Leek  
 Matthews, William, Birmingham, Silversmith. Feb 27 at 3 at offices of Wood and Son, Waterloo st, Birmingham  
 Miles, John, North Bradley, Wilts, Innkeeper. Feb 23 at 12 at offices of Rodway, Fore st, Trowbridge  
 Minet, Charles, Hawkesbury, Gloucester, Farmer. Feb 23 at 12 at offices of Dauncey and Turner, Wotton-under-Edge. Taynton and Sons, Gloucester  
 Mitchell, Charles Moore, Naburn, York. Corn Miller. Feb 24 at 2.30 at Hilton's Clarence Hotel, York. Rhodes, Sherburn  
 Moore, Richard Mackander, Bristol, Builder. Feb 21 at 12 at offices of Andrews, Nicholas st, Bristol. Willmott, Bristol  
 Morecroft, Thomas Frederick, Burton-under-Needwood, Cement Manufacturer. Feb 27 at 3 at offices of Jennings and Burton, High st, Burton-on-Trent  
 Moran, John, Sevenoaks, Kent. Coal Merchant. Feb 25 at 3.30 at offices of Holcroft and Machell, Sevenoaks  
 Morley, William Thomas, Sneinton, Nottingham, Grocer. Feb 26 at 11 at offices of Belk, Middle pavement, Nottingham  
 Murphy, Robert, Salford, Lancaster, Pork Butcher. Mar 1 at 3 at offices of Farrington and Pratt, Mosley st, Manchester  
 Nickerson, George, Thetford, Norfolk, Timber Merchant. Feb 25 at 11 at offices of Brooke, Attleborough  
 Oakhill, Emanuel, Tockington, Gloucester, Farmer. Feb 25 at 2 at offices of Barnard, St Leonard's chambers, Nicholas st, Bristol. Peters, Bristol  
 Osborn, Charles Henry, Hastings, Coach Builder. Feb 23 at 1 at the Bridge House Hotel, London Bridge. Chaldner, Hastings  
 Oxx, George Ames, Woodbridge, Suffolk, Corn Chandler. Mar 3 at 12 at offices of Brooke, Church st, Woodbridge  
 Parry, James, Warrington, Lancashire, General Dealer. Feb 27 at 2.30 at offices of Davies and Co, Market pl, Warrington  
 Pateman, Henry William, Little Abbey st, Bermondsey, Basket Maker. Feb 20 at 3 at the Masons' Hall Tavern, Masons avenue, Basinghall st. Bilton, Greyhound lane, Streatham  
 Pearce, Alfred John Hillas, Wouldham near Rochester, Farmer. Feb 25 at 12 at the King's Head Hotel, High st. Hughes, Chapel st, Bedford row  
 Pott, Thomas, Chatham, Mineral Water Manufacturer. Mar 1 at 3 at the King's Head Hotel, High st, Rochester. Shakespear, Budget row, Cannon st  
 Phillips, George, Portladies, Sussex, of no occupation. Mar 1 at 1 at offices of Pollard, Prince Albert st, Brighton  
 Pickstone, John, Hulme, Manchester, Dyalster. Mar 1 at 3 at offices of Bodington and Ball, Princess st, Manchester  
 Pilkington, Frank, Wakefield, Cabinet Maker. Feb 25 at 11 at offices of Wainwright and Mason, Townhall chambers, King st, Wakefield  
 Pollard, Ambrose, Holloway, Derby, Grocer. Mar 2 at 11 at the Bell Hotel, Sadler gate, Derby. Curshaw, Ripley  
 Price, Harriette, Yatton, Hereford, Beerhouse Keeper. Feb 26 at 11 at offices of Dighton, Newent  
 Purvis, John Threlk, Kneth park, n Gainsborough, Lincoln, Farmer. Feb 25 at 11 at offices of Flaskitt and Robbs, Silver st, Gainsborough  
 Ray, Arthur, Bilston, Stafford, Contractor. Feb 26 at 11 at the Globe Hotel, Mount Pleasant, Bilston. Bowen, Bilston  
 Reed, James, Carlisle, Draper. Mar 1 at 3 at offices of Johnson, Scotch st, Carlisle  
 Richards, Henry, Ashby-de-la-Zouch, Grocer. Feb 27 at 12 at the Queen's Head Hotel, Ashby-de-la-Zouch. Fisher and Co, Ashby-de-la-Zouch  
 Robinson, William, Heston Norris, Lancaster, Wine Retailer. Mar 2 at 3 at offices of Leigh, Brown st, Manchester  
 Robinson, William, Walker, Burslem, Stafford, Draper. Mar 3 at 11 at the Royal Hotel, Crewe. Cooper, Congleton  
 Rogers, Edward, Warwick st, Pimlico, Lodging-house Keeper. Feb 23 at 3 at offices of Hope and Co, Chancery lane  
 Rothery, George, Longwood, York, Builder. Mar 1 at 3 at offices of Haigh, New st, Huddersfield  
 Sanders, Francis, Little Brickhill, Buckingham, Farmer. Feb 25 at 4 at the Bull Hotel, Fenny Stratford. Willis, Leighton Buzzard  
 Scheffeld, Edward, and Edward Hanson Boocock, Greetland, York, Joiners. Feb 27 at 3 at offices of Storey and Ellis, Kings Cross st, Halifax  
 Sheard, Frederick, Robert Town, York, Colliery Proprietor. Feb 27 at 11.30 at Black Bull Hotel, Mirfield. Ibberson, Beckmondwike  
 Smith, James, Carnarvon, Coal Merchant. Feb 26 at 12.30 at Dudley Arms Hotel, Rhyl. Jones, Liverpool  
 Smith, William George, Hanley, Draper. Feb 25 at 11 at offices of Tennant and Co., Hanley  
 South, William, Edgware rd, Hat Manufacturer. Feb 26 at 3 at offices of Morg, Shoreditch High st. Noon and Clarke, Blomfield st  
 Sowden, Reuben, Dewsbury, Auctioneer. Mar 1 at 10.30 at offices of Bidgway and Edgway, Union st, Dewsbury  
 Spells, Edward, Southminster, Essex, Farmer. Feb 25 at 11 at offices of Crick and Fremant, Maldon  
 Stones, Thomas, Bedford, Lancashire, Ironmonger. Mar 1 at 10.30 at offices of Whittingham, Church st, Leigh  
 Swaine, Thomas, Macclesfield, Jeweller. Mar 1 at 3 at Exchange chambers, Macclesfield. Barclay and Henstock  
 Taylor, Daniel, Dummer, Hants, Farmer. Feb 26 at 11 at offices of Bayley, Basingstoke  
 Taylor, James, Deal, Wholesale Greengrocer. Feb 27 at 3 at Black Horse Hotel, Deal. Mercer, Ramsgate  
 Taylor, James Brandon, Birmingham, Boot Manufacturer. Feb 27 at 11.30 at offices of Powell and Browett, Ann st, Birmingham  
 Thomas, Edward, Denbigh, Cattle Dealer. Feb 25 at 12 at Bull Hotel, Denbigh. Gold and Co, Denbigh  
 Thompson, George, Witternall, Northumberland, Cattle Dealer. Feb 27 at 10 at offices of Welford, jun, Middle st, Corsett  
 Timson, James, Burton-on-Trent, Grocer. Feb 20 at 11 at the Midland Hotel, Burton-on-Trent. Wilson, Burton-on-Trent  
 Todd, Charles Walter, Appleton Wiske, York, Blacksmith. Feb 25 at 11 at the Golden Lion Hotel, Northallerton. Tenle, Middlesborough

Turner, Robert, Allendale, Northumberland, Draper. Feb 27 at 1 at offices of Tilley, West Sunnyside, Sunderland  
 Umschneider, Charles, Saint Nicholas, Worcester, Licensed Victualler. Mar 3 at 1 at offices of Clutterbuck, The Foregate, Cross, Worcester  
 Waddington, Thomas, Leeds, Furniture Dealer. Feb 25 at 3 at offices of Walker, South parade, Leeds  
 Wall, Benjamin, jun, Redcar, York, Licensed Victualler. Feb 27 at 12 at offices of Jackson and Jackson, Albert rd, Middlesbrough  
 Warners Henry, Well st, Tie Manufacturer. Feb 27 at 2 at the Guildhall Tavern, Gresham st. Wragg and Edwards, Great St Helen's  
 Watkin, William Henry, Leicester, Grocer. Feb 27 at 3 at offices of Wright and Hincks, Belvoir st, Leicester  
 Watson, John, Whiteflower Hall, Sawdon Heights, York, Farmer. Feb 25 at 11 at offices of Jackson, Malton  
 West, George William, Bradford, York, Tailor. Feb 26 at 11 at offices of Haigh, Darley st, Bradford  
 Williams, Harry Spencer, Newport, Monmouth, Boot and Shoe Maker. Feb 26 at 12 at offices of Hatchins, Commercial st, Newport

## TUESDAY, Feb. 17, 1880.

Aldington, George, Littleton, Worcester, Licensed Victualler. Mar 3 at 11 at offices of New and Co, Bridge st, Evesham  
 Anderson, William Alban, Leeds, Wholesale Grocer. Mar 1 at 3 at the Creditors' Association, Park row, Leeds  
 Andrews, Thomas, jun, Attleborough, Norfolk, Cabinet Maker. Mar 1 at 12 at offices of Sadd and Lacey, Theatre st, Norwich  
 Anker, Charles, Peterborough, Northampton, Fishmonger. Mar 1 at 11 at offices of Rutland and Graves, Priestgate, Peterborough  
 Anthony, John Readwin, City rd, Auctioneer. Feb 27 at 2 at offices of Deane, Union st, Old Broad st  
 Armstrong, William, South Shields, Builder. Feb 26 at 3 at offices of Gillespie Brothers, Westgate rd, Newcastle-upon-Tyne. Sewell, Newcastle-upon-Tyne  
 Ashby, Matthew, Halifax, Builder. Feb 27 at 11 at offices of Leeming, Westgate, Halifax  
 Attenborough, Sarah, Steeple, Essex, Farmer. Mar 4 at 11 at offices of Digby and Evans, Maidon  
 Baker, Robert, and James Baker, Longton, Grocers. Feb 26 at 11 at offices of Welch, Caroline st, Longton  
 Barnett, Robert, Aldershot, Milkman. Mar 1 at 2 at offices of Eve, Victoria rd, Aldershot  
 Bate, Joseph, Coldlades, Bilston, Staffrd, Labourer. Mar 1 at 11 at the Globe Hotel, Mount Pleasant, Bilston. Bowen, Bilston  
 Beddoes, James, Bromfield, Salop, Farmer. Mar 2 at 12 at offices of Marston, Corve st, Ludlow  
 Bickley, William, Bixwiche, Stafford, out of business. Mar 1 at 3 at offices of Cartwright, Colmore row, Birmingham  
 Bryant, James Button, Cricklade, Wilts, Ironmonger. Feb 26 at 2 at the Great Western Hotel, Swindon. Lovett, Cricklade  
 Buckland, Hannah, and Sarah Buckland, Stenbridge Park Willesden, School Proportresses. Mar 3 at 3 at offices of Mantun and Morris, Lambeth hill, Queen Victoria st  
 Buller, William, Bridport, Dorset, Innkeeper. Mar 3 at 3 at offices of Davies, Church st, Yeovil  
 Chapple, William, jun, Manchester, Plane Manufacturer. Feb 19 at 3 at offices of Storor, Fountain st, Manchester  
 Cliffe, Thomas, Kingston-upon-Hull, Boot Dealer. Feb 27 at 3 at the Trade Protection Society, New st, Leicester. Walker and Spink, Hull  
 Collard, Elizabeth Reynolds, Ickham, Kent, Farmer. Mar 1 at 12 at the Queen's Head Inn, Canterbury. Sankey and Co, Canterbury  
 Colwell, Philip, jun, Bideford, Devon, Merchant. March 1 at 12 at offices of Rooker and Bazely, Bridgland st, Bideford  
 Comben, William, and Charles Bursell, Frampton, Dorset, Farmers. Mar 4 at 11 at the Antelope Hotel, Bournemouth. Howard  
 Cooper, Adam Clarke, Sandown, Isle of Wight, Contractor. Mar 2 at 12 at the Cambrian House Office, Market st, Ryde. Fardell  
 Cox, Edward, Birmingham, Tailor. Feb 28 at 10.15 at offices of East, Temple st, Birmingham  
 Cox, Tom, Ledbury, Hereford, Blacksmith. Feb 27 at 12 at the Royal Oak Inn, Ledbury. Stallard, Worcester  
 Davies, James, Llanelly, Carmarthen, Butcher. Mar 1 at 10.15 at offices of Griffiths, St Mary st, Carmarthen  
 Dickinson, James, St Helen's, Lancashire, out of business. Mar 6 at 11 at 60, Tontine st, St Helen's. Marsh, St Helen's  
 Dickinson, Richard, Liverpool, Boot Manufacturer. Mar 2 at 3 at offices of Gibson and Co, South John st, Liverpool. Evans and Lockett, Liverpool  
 Dumelow, Thomas, Leicester, out of business. Mar 1 at 12 at offices of Harvey, Selborne bldgs, Millstone lane, Leicester  
 Eccles, Herbert, Crewe, Joinkeeper. Feb 27 at 11 at the Wellington Inn, Mill st, Crewe. James, Newcastle-under-Lyme  
 Edwards, John, Bradford, York, Stone Mason. Feb 25 at 3 at offices of Cater, Flock Hall, Bradford  
 Edwards, Theodore, Liverpool, Ship Broker. Mar 3 at 2.30 at offices of Gibson and Co, South John st, Liverpool. Collins and Co, Liverpool  
 Edwards, Thomas, Ferndale, Glamorgan, Collier. Feb 26 at 2 at offices of Rosser, High st, Pontypridd  
 Elliott, William Rendell, Torquay, Wheelwright. Mar 2 at 12 at offices of Michelmore and Hacker, Newton Abbott  
 Elliott, William, Eccles, Suffolk, Butcher. Mar 5 at 12 at Eccles Traders' Association, Blythgate st, Eccles. Dowsett, Great Yarmouth  
 Ellis, Edwin, Canterbury, Boot Maker. Mar 5 at 3 at Fleur-de-Lis Hotel, Canterbury. Plummer and Fielding, Canterbury  
 Ellis, James, Charlton-upon-Medlock, Joiner. Mar 1 at 12 at offices of Lamb, St Peter's sq, Manchester  
 Fell, Charles, Bolton, Lancaster, Chemist. Mar 1 at 3 at offices of Richardson and Son, Cross st, Manchester  
 Fellows, Edward, Birmingham, Bedstead Manufacturer. Feb 27 at 12 at offices of Parr, Colmore row, Birmingham  
 Ford, George, Queen Charlton, Somerset, Haulier. Feb 27 at 2 at offices of Clifton and Carter, Broad st, Bristol  
 Ford, Joseph Reade, Frozham, Chester, Licensed Victualler. Mar 4 at 3 at offices of Linaker and Son, Frozham

France, William, Southsea, Hants, Boot Manufacturer. Mar 1 at 3 at offices of Brett and Co, Leadenhall st. King, Portsea.

Gale, Matthew Harrison, Ryde, Isle of Wight, Ironmonger. Mar 1 at 2 at offices of Edmunds and Co, Cheapside. Woolbridge.

Gilman, Edwin, Denbigh, Watchmaker. Mar 3 at 3 at offices of Fellows, Cherry st, Birmingham.

Hill, John Alfred, Bristol, Oil Merchant. Feb 27 at 1 at the Grand Hotel, Broad st, Bristol, in lieu of the place and hour originally named.

Hynes, William Robson, North Shields, Steamboat Owner. Mar 1 at 11 at offices of Pybus, Dean st, Newcastle-on-Tyne.

Harrison, Joseph, Lofthouse-in-Cleveland, York, Builder. Mar 4 at 3 at the Queen Hotel, Saltburn-by-the-Sea. Collier, Lofthouse-in-Cleveland.

Harwood, Joseph, Tamworth, Stafford, Commission Agent. Mar 4 at 3 at offices of Nevill and Atkins, Colshill, Tamworth.

Hillyer, Edward, Royal Leamington Spa, Warwick, Retired Publican. Feb 27 at 11 at offices of Blaker, Church terrace, Royal Leamington Spa.

Horden, Joe, Wakefield, Commission Agent. Feb 28 at 12 at the Bull Hotel, Westgate, Wakefield. Middleton and Sons.

Howe, John, Sowerby Bridge, York, Joiner. Mar 4 at 3 at offices of Rhodes, Townhall chhrs, Sowerby Bridge, Halifax.

Johnson, Isaac Atkins, Bradley, Stafford, Baker. Feb 27 at 11 at offices of Bowen, Martin st, Stafford.

Jones, Daniel, Wolverhampton, Spectacle Frame Maker. Mar 4 at 3 at offices of Willcock, Queen's chhrs, North st, Wolverhampton.

Jones, Maria, Coventry, Fish and Egg Dealer. Mar 1 at 12 at offices of Neale, Hay Lane, Coventry.

Robert, Sinclair, Northampton, Artists' Colourman. Mar 1 at 12 at offices of Hensman, St Giles st, Northampton.

Kemp, Horatio, Railway Avenue, Old Kent rd, Estate Agent. Feb 26 at 3 at Kennan's Hotel, Crown st, Cheapside. Lovett and Co, King William st.

Knewles, Thomas, Leeds, Earthenware Dealer. Feb 27 at 3 at the Albion Hotel, Albion at, Hanley. Cranwick.

Lake, Simon Henry, Hilscombe, Fish and Game Dealer. Feb 28 at 3 at the Bell Hotel, Barnstable. Smale, Bedford.

Lane, John, Skegby, Nottingham, out of business. Mar 1 at 11 at offices of Stevenson, Weekday cross, Nottingham.

Lawrence, William, Sidmouth, Devon, Dairyman. Feb 28 at 12 at the London Hotel, Sidmouth. Tweed, Henton.

Leas, Charles, Fleetst, near Howden, York, Farmer. Feb 24 at 3 at offices of Pickering, Parliament st, Hull. Roberts and Leak, Hull.

Lewis, James, Cheapside, Birmingham, Bedstead Manufacturer. Feb 23 at 11 at offices of Taylor, Colmore row, Birmingham.

Levton, Charles, Whitlatch, Cambridge, Gloucestershire, Inn Keeper. Mar 1 at 2 at offices of Evans, Exchange buildings, East Bristol.

Lord, Samuel, Silas, Woolwich, Draper. Mar 1 at 1 at offices of Hughes, Gresham bldgs. Hughes, Woolwich.

Mann, James, Three Colt Lane, Bethnal Green, Cowkeeper. Feb 24 at 12 at the Unicorn Tavern, Vivian rd, Old Ford. Hicks, Grove rd, Victoria park.

Margerson, Samuel, and Lister Margerson, Dyers, Bradford. Feb 27 at 12 at offices of Killick and Co, Commercial Bank buildings, Bradford.

Marr, George Robertson, and John Black, Bradford, York, Concrete Floor Layers. Mar 1 at 11 at the Alexandra Hotel, Gt Horton rd, Bradford. Berry and Robinson, Bradford.

Martin, Samuel, Melcombe Regis, Dorset, Tailor. Mar 1 at 3 at offices of Hanne, Upper Bond st, Melcombe Regis.

McGill, Hugh Dunbar, Alverly, Salop, Farmer. Mar 1 at 12 at the Bush Inn, High st, Dudley. Gatis, Wolverhampton.

Merchick, Martin, Farnworth, Lancaster, Plumber. Mar 1 at 3 at offices of Dutton, Acersfield, Bolton.

Mehew, William James, Sheffield, Auctioneer. Feb 27 at 3 at offices of Binner, Bank st, Sheffield.

Meibourne, David, Balglate, Lincoln, Seedsman. Mar 3 at 12 at offices of Ward, Silver st, Lincoln.

Memery, Thomas, Torquay, Devon, Auctioneer. Mar 2 at 11 at offices of Carter and Son, Carey bldgs. Abbey rd, Torquay.

Miller, Frederick, Brerly hill, Stafford, Journeyman Baker. Feb 28 at 11 at offices of Addison, High st, Brerly hill.

Miller, William, Ratton Wall, Grocer. Mar 3 at 3 at offices of Grain and Son, Castle st, Holborn.

Mitchell, Mary, Willenhall, Stafford, Licensed Victualler. Mar 1 at 11 at offices of Baker, Walsall st, Willenhall.

Moore, Edwin, Wroughton, Wilts, Miller. Mar 1 at 10 at offices of Kinneir and Tombs, High st, Swindon.

Morr, Samuel, Tarncliffe, Chester, Saddler. Mar 3 at 3 at offices of Ellis, Newgate st, Chester.

Mounds, George, Bulkington, Warwick, Licensed Victualler. Feb 25 at 11 at offices of Hughes and Masser, Little Park st, Coventry.

Muir, George, Newcastle-upon-Tyne, Licensed Victualler. Feb 27 at 3 at offices of Gillespie Brothers, Westgate rd, Newcastle-upon-Tyne.

Oldham, James, and Ellis Oldham, Hyde, Chester, Hatters. Mar 1 at 3 at offices of Broke, Hammet st, Hyde.

Osborne, William Frederick, Barton Hill, Bristol, out of business. Feb 25 at 2 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Clifton and Carter, Bristol.

Palmer, Arthur, Bristol, Auctioneer. Feb 27 at 11 at offices of Pitt, St John st, Bristol.

Parker, Felix Charles, Francis st, Tottenham Court rd, Licensed Victualler. Mar 2 at 12 at offices of Crump and Son, Philpot lane.

Parr, William, Nottingham, Tailor. Mar 1 at 12 at offices of Maples and McCraith, Low pavement, Nottingham.

Pearl, Francis, Norton, nr Doncaster, Farmer. Mar 2 at 11 at offices of Wainwright and Mason, Townhall chambers, King st, Wakefield.

Piggott, John, Chorlton-on-Medlock, Manchester, Farmer. Feb 26 at 12 at Crown Hotel, Nantwich. Broke, Nantwich.

Poole, Frank, Camberwell New rd, Auctioneer. Mar 1 at 3 at offices of Reader, Holborn Viaduct.

Pringle, Osborne, Trowbridge, Wilts, Corn Merchant. Mar 8 at 12 at Foley and Son's Mart, Manvers st, Trowbridge. Rodway, Trowbridge.

Rawson, William, Goole, York, Shoemaker. Mar 4 at 2 at offices of Pease, Banks terrace, Goole. Hind and Everett.

Reed, Philip, Rochester, Green grocer. Mar 8 at 3 at King's Head Hotel, High st, Rochester. Shakespeare, Bridge row, Cannon st.

Reynolds, John, March, Cambridge, Blacksmith. Feb 27 at 12 at offices of Gaches, Cathedral gateway, Peterborough.

Richards, Edwin, Golborne rd, Notting hill, Boot Maker. Mar 1 at 2 at offices of Orshard, John st, Bedford row.

Rieple, Joseph, Llantrisant, Glamorgan, Ironmonger. Mar 1 at 2 at Merchant's Association, Duke st, Cardiff. Griffith and Corbett, Cardiff.

Rixsen, Joseph, Wellington pl, Gray's inn rd, Licensed Victualler. Mar 5 at 3 at Guildhall Tavern, Gresham st. Keens and Co, Mark Lane.

Rodell, William, Walter, York, Pianoforte Dealer. Feb 28 at 11 at offices of James, Lerdal, York.

Rowley, William, Birmingham, Licensed Victualler. Feb 28 at 11.30 at offices of East, Temple st, Birmingham.

Sainsbury, James Charles, Westbury, Wilts, Pig Dealer. Mar 2 at 13 at Lopes Arms, Westbury. Jones, Trowbridge.

Satterthwaite, Isaac, Barrow-in-Furness, Coal Dealer. Mar 4 at 11 at Trevelyan Temperance Hotel, Church st, Barrow-in-Furness. Sims, Barrow-in-Furness.

Scott, Samuel, Manchester, Manager of a Chemical Works. Mar 4 at 3 at the King's Arms Hotel, Spring Gardens, Manchester. Duckworth, Manchester.

Scrimshaw, Thomas, Harlaxton, Lincoln, Farmer. Mar 1 at 3 at the George Hotel, Grantham. Cookayne, Nottingham.

Shallcross, Joseph, Birkenhead, Butcher. Mar 1 at 3 at offices of Thompson, Hamilton st, Birkenhead.

Sindrey, Alfred, Bailey, Hereford, Road Contractor. Mar 3 at 11 at offices of Williams, Gloucester rd, Ross.

Smith, Robert, Kingston Langley, Wilts, Farmer. Mar 3 at 11 at the Angel Hotel, Chippenham. Fenniger and Co, Chippenham.

Stokes, Arthur, Cardiff, Coal Dealer. Mar 1 at 3 at offices of Jones, Mary st, Cardiff.

Tapley, John Cecil, Maidenhead, Berks, Hotel Keeper. Mar 1 at 11 at the White Hart Hotel, Maidenhead. Dodd, Reading.

Thomas, George, Tranmere, Chester, Hay and Straw Dealer. Feb 25 at 3 at offices of Ellis, Newgate st, Chester.

Tillotson, William, Sileiden, York, Nailmaker. Feb 28 at 2 at offices of Robinson and Robinson, Skipton.

Vinton, James, and John Vinton, Hampstead rd, St Pancras, Letter Press Printers. Mar 3 at 2 at offices of Horin, Edgware rd, Edgware.

Waring, William, Salford, Lancaster, Butcher Dealer. Mar 2 at 3 at offices of Chew and Sons, Swan st, Manchester.

Watts, William Henry, Coleford, Gloucester, Plumber. Mar 1 at 11 at the Angel Hotel, Coleford. Vaughan, New rt.

West, Frederick, Barrow-in-Furness, Beer-seller. Mar 3 at 3 at the Trevelyan Temperance Hotel, Church st, Barrow-in-Furness. Sims, Barrow-in-Furness.

Westbury, Clement, Walsall, Brush Maker. Mar 3 at 11 at offices of Cook, Bridge st, Walsall. B.L. Walsall.

Wheeler, Frank Bagshaw, Fenchurch st, Oil Merchant. Mar 5 at 12 at the Guildhall Tavern, Gresham st. Lewis and Watson, Gracechurch st.

Wheeler, John, and Henry James Love, Kingsland, Slate Merchants. Feb 28 at 11 at offices of Boulton and Woolian, Newgate st. Turner and Son, Carey st, Lincoln's Inn.

White, Frederick Ames, Bournemouth, Greengrocer. Mar 3 at 3 at offices of Druitt, Townhall chambers, Bournemouth.

Whitall, Thomas, Llantrindod, Radnor, Farmer. Feb 27 at 1.30 at offices of Basely, Bulth. Williams and Co, Newtown.

Wilman, Matthew, Batley Carr, Dewsbury, Greengrocer. Feb 27 at 3 at offices of Shaw, Bond st, Dewsbury.

Wilson, Thomas, Wilmshw, Chester, Cabinet Maker. Mar 3 at 11 at offices of Sutton and Elliott, Fountain st, Manchester.

Wood, John Thomas, Aberford, York, Farmer. Feb 28 at 2 at offices of Crumlie, Stonegate, York.

Wootton, Levi, Manchester, Provision Dealer. Mar 1 at 3 at offices of Chew and Sons, Swan st, Manchester.

Yabsley, John, Halwell, Devon, Builder. Mar 1 at 12 at offices of Pearce, Princess sq, Plymouth.

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